

OfferGate USER AGREEMENT (Publisher)

Please read this User Agreement carefully before using the Service. This Agreement is an official public offer, and is intended for persons using the OfferGate Service (hereinafter simply the "Service").

The public offer comes from ADV BIZ LTD (Cyprus), registered under the number HE 353920, located at: 2 Agia Fylaxeos & Christoforos Perraivos, KALIA COURT, Address/Office 601 3025, Limassol, Cyprus and is subject to the law of the Republic of Cyprus.

For convenience, the Agreement states the following:

ADV BIZ LTD as "OfferGate", "Company", "Contractor", "We", "Partner Network", "Service";

persons using the Service - "User", "Users", "You", "Partner", "Partners";

ADV BIZ LTD and persons using the Service - separately as a "Party" and together as "Parties";

The User Agreement is the "Agreement". The phrase "all provisions of the Agreement" also includes all posted on the Website <https://offergate.pro/> or additional agreements concluded between the parties, policies relating to the services provided, additional features of the Service and confidentiality, which are considered an integral part of this Agreement.

If you use this Service, you agree to comply with all the terms of the Agreement. If you do not agree with the provisions of the Agreement in whole or in part, you must immediately stop using the Service. You confirm that you have reached the age of majority (18+), have read and fully accept all the terms of the Agreement without any reservations and exceptions when you perform any actions aimed at using the Service. In case of changes to the Agreement, you confirm your agreement with the edited Agreement when you continue to use the Service.

The User has no right to use the Service in case of disagreement with any of the provisions of this Agreement.

TERMINOLOGY

"Advertiser" is an individual or a legal entity that defines the terms of affiliate programs and provides opportunities to advertise their products and services through various advertising means and the provision of Advertising Materials. Advertisers provide Advertising Materials, for example, such as graphic banners, text links, XML product catalogs and other types of Advertising Materials.

"User" "Webmaster" "Publisher" "Media Buyer" - an individual or a legal entity authorized in accordance with the current legislation of the Republic of Cyprus, as well as the state of which it is a resident, registered and acting in accordance with the procedure defined by this Agreement, and fully accepts all its terms, carrying out the placement of Advertising Materials on their declared Sites, or having the right to advertise on such Sites.

"User's Remuneration" means funds that are paid to the User for advertising on the Site.

"Advertising material", "Advertisement", "RIM",— information about a person, product, service, distributed in any form and in any way and intended to form or support the awareness of advertising consumers and their interest in such person, service or product, which complies with Section 6 of this Agreement, as well as the legislation of the Republic of Cyprus.

"Service" is a software and hardware complex owned by the Company that provides transmission and reception for Users to post information materials from the Advertiser on their own Website when creating advertising announcements.

"User Account", "Account", "Personal Account" or "Account" - a set of User data stored in the Service, necessary for authentication (identification), as well as a web interface provided to the User to use the Service and provide access to his personal data and settings. The account is created as a result of User registration.

"Offer" is a properly executed advertising offer of the Advertiser — a comprehensive offer to place and publish advertising material, which can be accepted and executed by Users.

"Referral system" is a form of cooperation between the Service and the Partner, based on the payment of remuneration to the Partner for attracting new Users/Partners.

1. GENERAL CONDITIONS

1.1. The Service is a platform that provides an opportunity to cooperate, conduct and manage advertising campaigns on the Internet, manage advertising activities, obtain analytics and information, generate reports and analytical summaries based on a full or partial analysis of a website or advertising campaign, receive web traffic and manage traffic sources, receive and provide other advertising services based on user interaction.

1.2. OfferGate manages the partner network on the domain [https://offergate.pro /](https://offergate.pro/) and provides Users with the opportunity to work with the affiliate programs of Advertisers of the OfferGate affiliate network. To participate in the OfferGate partner network. The User undertakes to unconditionally comply with this Agreement. The members of the partner network are: Advertisers, Users and OfferGate.

1.3. By accepting the Offer, the User undertakes to fulfill it under the specified conditions. In case of disagreement with the terms of this Agreement, the Partner is obliged to immediately stop using the Service and leave it.

1.4. Upon conclusion of this agreement, Users are notified and agree that the Service monitors and logs all transactions and provides the Advertiser with information about this, as well as calculates rewards.

1.5. This User Agreement may be changed by the Service unilaterally without notifying the User. The new version of the Agreement comes into force from the moment it is published on the Website [https://offergate.pro /](https://offergate.pro/), if the date of entry into force of the changes is not determined additionally with such placement.

1.6. The Service, as well as the services of the Contractor, are available only to persons who are eligible under the legislation of the Republic of Cyprus, as well as the national legislation of the country of residence of such person. If you are not eligible to enter into contracts, do not try to register or use the Service.

2. ACCOUNT

User registration

2.1. In order to use the Service, you must complete the registration procedure, which automatically creates a unique Account. User registration is free and voluntary.

2.2. Only the registered User may log in to the Account and use the Service. In the event of prolonged non-use of the Service, as provided for in clause 2.14. of this Agreement, the Company has the right to block the User Account and reset its balance. In such an event, the User is obliged to restore his or her Account and balance before using the Service.

2.3. The User is obliged to provide accurate, up-to-date information when registering to create the Account, including a unique login, e-mail address, and password for each User. The User is obliged to provide reliable information when registering in order to interact and work with the Company properly. After registering an Account, the User may begin using an alternative authentication tool to access the Account, thus replacing the password.

2.4. The Company reserves the right to disallow the use of certain logins, as well as set the requirements for the login and password (length, allowed characters, etc.). The Company reserves the right to change the fields of the registration form and require the User to enter additional information. The User is obliged to keep the information provided to the Company up-to-date.

2.5. The Company reserves the right at any time to require the User to confirm the data specified during registration and to request, in this regard, supporting documents (in particular, identity documents), not providing which, at the discretion of the Company, may be equated to providing false information and entail the consequences provided for in this Agreement. If the User's data specified in the documents provided by him does not correspond to the data specified during registration, as well as in the case when the data specified during registration does not allow identifying the User, the Company has the right, at its discretion, to require the provision of identity documents, deny the User access to the Account and use of the Service, block or delete the User Account.

2.6. The User's personal information contained in the User's Account is stored and processed by the Company in accordance with the terms of the Privacy Policy <https://offergate.com/policy>.

2.7. The User is responsible for the security (resistance to guessing) of the means for accessing the account he or she chooses, as well as for maintaining the secrecy of those means. The User is solely responsible for all actions (and their consequences) when using the Service through the User Account, including the voluntary transfer of data for access to the User Account to third parties by the user on any terms (including contracts or agreements). In this case, all actions carried out when using the Service through the User Account are considered to be made by the User himself or herself, except for when the User has notified the Company of unauthorized access to his or her Account and/or any violation (suspicion of violation) of the confidentiality of his or her communication means, Account access (password or two-factor authentication) pursuant to clause 2.8. hereof.

2.8. The User must immediately notify the Company of any unauthorized access (i.e., not authorized by the User) to the User Account and/or any violation (suspicion of violation) of the confidentiality of his or her communication means or means of access to the Account. For security reasons, the User must solely perform a secure shutdown of his/her Account (the "Exit" button) at the end of each session of the Service. The Company is not liable for possible data loss or damage, or any other consequences that may occur due to a violation of the Agreement by the User.

Access

2.9. Mandatory conditions of User access to the Service are as follows:

2.9.1. the User's familiarization with the terms and conditions of the Agreement and the acceptance of terms and conditions hereof;

2.9.2. the User's mandatory registration, filling all mandatory fields, including the login and password required to gain access;

2.9.3. the User's technical ability to access the Internet to obtain an online service;

2.9.4. the Company's ability to identify the User via his or her login and password.

2.10. The Company reserves the right to establish restrictions on the use of the Service for all Users or for certain categories of Users (depending on the User's location, the language which the service is provided in, etc.), including but not limited to the presence/absence of certain Service functions, the content storage period, the maximum number of messages that can be sent or received by one registered User, the maximum message size, the maximum number of requests to the Service for a specified period of time, the maximum content storage period, special parameters of downloaded content, etc. The Company may disallow the automatic access to the Service, as well as stop receiving any information generated automatically (for example, spam).

2.11. Although the Company strives to ensure that the Service is available 24/7, the Company is not liable if the service is unavailable at any time or for any period due to circumstances and for reasons beyond the control of the Company.

2.12. The Company reserves the right to suspend access to the Service at any time to perform operational, regulatory, legal, or other actions.

2.13. Access to the Service may be temporarily suspended without warning in the event of system failure, maintenance, repair, or for other reasons.

Blocking and deleting an account

2.14. The Company reserves the right to block or delete a User Account, and to prohibit access from any Account to certain services of the Company or features of the Service, and to remove any content without providing justification, including in the event that the User violates the terms and conditions hereof or the terms and conditions of other documents.

The User Account may be blocked without prior notice if the User Account of the Service is inactive (the User does not perform any actions in accordance with clause 1.1. of the User Agreement), more than 180 (one hundred eighty) calendar days in a row. The Company reserves the right to reset the User's balance. At the same time, the Account and balance can be restored at the request of the User addressed to og_support@offergate.pro within 3 (three) business days at the latest.

2.15. If the User provides incorrect information, or the Company has reason to believe that the information provided by the User is incomplete or unreliable, the Company reserves the right to block or delete the User Account at its discretion and to refuse the User access to the Service (or its individual functions).

2.16. The User is prohibited from creating two or more accounts. If it is discovered that two or more Accounts have been created for the same User, the Company may block or delete such Accounts at its discretion.

2.17. The User reserves the right to terminate cooperation unilaterally at any time and to delete his or her account, provided that he or she is not in arrears to the Company.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. THE COMPANY IS ENTITLED TO:

3.1.1. make changes and/or additions to the terms and conditions hereof and any additional conditions unilaterally without any special notification of Users regarding such changes and/or additions, but provided that the new version of the Agreement is posted on the Service and notification of changes/additions to the terms and conditions is published on the main page of the Website's Service;

3.1.2. cease or suspend the functioning of the Service or any of its parts, to change all or parts of the Service without notifying the User in advance, to make changes to the information on the Company published in the Service;

- 3.1.3. carry out maintenance work to maintain performance and improve the Service;
- 3.1.4. establish and/or change the price of Services unilaterally at its discretion by publishing a new price in the Service;
- 3.1.5. change the list of or terminate the provision of the Website's services;
- 3.1.6. collect and organize data for collecting statistics;
- 3.1.7. send e-mails and/or SMS messages to the User that contain information about the Service, the Company's services or information about advertising, etc.;
- 3.1.8. use the User's advertisements, related content, and information for the Company's marketing or advertising purposes;
- 3.1.9. deduct the Advertiser's Advance Payment as a penalty for violating this Agreement in the cases established herein;
- 3.1.10. independently or together with the sanctions provided for in clause 3.1.9. of this Agreement, send a warning to the User, as well as restrict, suspend access to the Account, restrict or prohibit access to the Service, as well as take technical and legal measures to prevent the User from using the Service, in the event:
 - i. obligations pursuant to a binding decision by regulatory authorities;
 - ii. identification of a violation by the User of the terms and conditions of this Agreement and/or the requirements of the current law;
 - iii. actions by the User that result or may result in damage to the Company's business reputation;
 - iv. according to the terms of clauses 2.14. - 2.17. of this Agreement.

3.2. The User is entitled to:

- 3.2.1. provide requests and/or suggestions for improving the Service's performance for the Company's consideration;
- 3.2.2. receive information about the Company in the volume determined by the Agreement and the current law of the Republic of Cyprus;
- 3.2.3. contact the Support Service og_support@offergate.pro if necessary, as well as in cases expressly provided for by this Agreement;
- 3.2.4. receive services and use the Service under the terms and conditions of this Agreement.

3.3. The User is prohibited from:

- 3.3.1. upload, send, transmit or in any other way post and/or distribute content that violates the requirements of Section 4 of this Agreement, including content that falls under clause 4.5 of the Agreement;
- 3.3.2. violating the rights of third parties, including minors, and/or harming them in any form;
- 3.3.3. impersonate another person or a representative of an organization and/or community without sufficient rights, including employees of the Company, moderators of forums, the owner of the Site, as well as use any other forms and methods of illegal representation of other persons on the network, as well as mislead other Users, Advertisers or the Company about properties and characteristics of any subjects or objects; such actions, if there is intent, may be considered deception or fraudulent action and entail liability provided for in this Agreement;

3.3.4. uploading, sending, transmitting, posting and/or distributing content if the User does not have the rights to perform such actions pursuant to current law or any contractual relationships;

3.3.5. downloading, sending, transmitting, and/or distributing advertising information without a legal basis, spam (including those engaging a search engine), list of e-mail addresses provided that the latter do not belong to the User, financial pyramid schemes, multi-level (network) marketing (MLM), and/or using the Service in order to participate in such events, and/or using the Service only to redirect the audience to pages of other domains;

3.3.6. uploading, sending, transmitting and/or distributing any content that contains viruses or other pieces of computer code, files, or programs designed to violate, destroy or limit the functionality of any computer or telecommunication equipment, or programs designed to provide unauthorized access and/or serial numbers to commercial software products, and/or programs for generating them, logins, passwords and other means for obtaining unauthorized access to sites on the Internet and/or any links to the aforementioned information;

3.3.7. performing the unauthorized collection and storage of personal data of individuals;

3.3.8. violating the regular operation of the Service;

3.3.9. to promote behavior aimed at violating the restrictions and prohibitions imposed by this Agreement, including actions that may be considered deception or fraudulent action, which in this case will entail liability provided for in this Agreement;

3.3.10. making public statements about the relationship between the User and Kadam without the prior written consent of the Company;

3.3.11. violating the provisions of legal acts, including international law in any other way;

3.3.12. register using your referral link;

3.3.13. delete an account if there is a negative balance and/or if the Webmaster owes the Service.

4. RULES FOR PUBLISHING ADVERTISING

4.1. The User is responsible for his or her published content's compliance with the requirements of the current law of the Republic of Cyprus, the hosting country of the site, and the country(-ies) where the potential Website Audience may reside. The User is also responsible for third parties if the User's publication of any content violates the right and legitimate interests of third parties, including the personal copyright intangible and tangible rights and other intellectual rights of third parties, and/or encroaches on their property.

4.2. The User understands and agrees that the technology of the Service may require copying (reproduction) of the User's content, as well as processing it by the Contractor to meet the technical requirements of a particular Internet resource and/or its functions. Such use of the content will not be considered a violation of intellectual property rights.

4.3. The User guarantees that he has the necessary rights to conduct marketing activities on the advertising platforms declared by him. He himself bears any legal and property responsibility for what is happening on his Advertising Platforms.

4.4. When using advertising media on their site, the User undertakes not to violate the rights of third-party copyright holders to the brand, trademark, brand, personal rights and other rights without the permission of the copyright holders in accordance with applicable law. The User undertakes not to use content on his advertising platform that violates applicable laws, or leads to pages that violate applicable laws.

4.5. It is prohibited to post ad content that:

- is illegal, malicious, and/or slanderous;
- offends morality or exploits influence resulting from fear or superstition;
- exploits the trust of a party and his or her lack of experience or knowledge;
- demonstrates (or promotes) violence and cruelty, criminal and/or terrorist actions, disfigured bodies, injuries, death, diseases, unaesthetic and disgusting images;
- violates intellectual property rights;
- promotes hatred and/or discrimination against people by race, ethnic, sexual orientation, religious, social views and beliefs, eye color, age, property status, national or social origin, etc.;
- contains insults to any person or organization, denigrates, denounces or derides another person, his or her activity, name (company), goods or services, trademarks;
- uses the name, surname, company name, or another identification mark (including trademark) of another entrepreneur without the consent of such entrepreneur;
- contains elements (or promotes) pornography, child erotica, adult content in content for family viewing, or advertises marriage services;
- may lead to the exploitation or poses a threat to minors;
- advertises high-risk investments or impossible 'get-rich-quick' schemes;
- promotes illegal activities;
- advertises torrents and P2P file-sharing;
- explains the procedure for manufacturing, consuming, or otherwise using narcotic substances or their analogs, as well as explosives or other weapons;
- advertises prescription or digital narcotic drugs, online pharmacies;
- contains malware, phishing, or spam;
- misleads or contains inaccurate or deceptive information, false promises or fraud;
- offers products or services that predict the future;
- contains opinions and positions (endorsements) of celebrities without their consent, and/or depicts, uses, or otherwise mentions any individual (as a private person or as an official) or his or her property without the consent of such individual;
- contains obscenities (including "F-words") and/or hate speech;
- advertises counterfeit goods or hazardous goods and services (which may be harmful to health and/or cause content or other damage);
- creates a fake sense of urgency in the text or image that calls the visitor to action;
- contains fake consumer reviews and/or their imitation;
- misleads the user (for example, who claim or promise that the visitor to the Website has become or will become the winner of a campaign, drawing, etc.), imitates the interface of any applications, system notifications, software, etc. (including buttons, such as, "close", "download"), which may mislead the visitor;
- reproduces the text, slogan, visual image, sound, and/or other special effects of advertising of any other advertiser without the latter's consent or carries out activities of a different type,

which may cause ambiguities or mislead about the advertiser, advertised goods, and/or services;

- promotes active advertising systems, BUX clubs, etc.;
- contains contact information (phone numbers, contact details for messaging services or IP telephony, website addresses, QR codes, bar codes) in the text, title, and/or image;
- advertises sites that force a visitor to fraudulently pay for any services and/or Internet resources that pursue the goal of receiving prepaid SMS messages from visitors (MT subscriptions), as well as websites that contain malicious software or whose purpose is to deceive visitors (for example, offer file downloads, browser updates, pseudo-antivirus programs, “prizes” from known Internet resources and other fake Websites).
- advertises content for misinformation or fake information, including, but not limited to misinformation or fake information regarding COVID-19.

Terms of Cooperation

4.6. The User is prohibited from connecting to the cooperation of Sites in the content of which there is prohibited content that violates clause 4.5. of this Agreement.

4.7. The Company reserves the right to request data about the Site and its traffic source, as well as to request documents confirming the legality of posting on the RIM Sites.

4.8. The User undertakes to ensure that the MATERIALS to be posted/displayed on the Website(s) comply with the legislation applicable to this Agreement, as well as the state of the Website hosting and the states of residence of the potential Audience of such an Internet resource.

4.9. Sites with at least 1000 unique visitors per day during the last month of the Internet resource, which is hosted on commercial hosting, are accepted for cooperation. Sites hosted on free hosting services can be considered provided that stable attendance is more than 500 unique visitors per day. The traffic of the Site that is accepted for cooperation must be at least 50% from search engines. Any artificial increase in the number of unique visitors or Website traffic is equated to deception and other fraudulent actions and may entail liability provided for in clauses 8.4.2. and 8.4.3. of this Agreement.

4.10. The User is prohibited from using any mechanisms of cheating, tapping, forcing the Audience to click through Advertising or viewing the Site where the Advertisement is placed. Such actions are equated to deception and other fraudulent actions and may entail liability provided for in paragraphs 8.4.2. and 8.4.3. of this Agreement.

4.11. The User's Website, on which the Advertisement will be placed, will not be accepted for cooperation if they have signs that characterize his focus on deception and other fraudulent actions against the Company and advertisers, which in this case may entail liability provided for in paragraphs 8.4.2. and 8.4.3. of this Agreement, and/or if:

4.11.1. The site contains any malware;

4.11.2. the Site uses active advertising systems;

4.11.3. The site belongs to the member sites of BUX, click clubs, as well as sites dedicated to earning online;

4.11.4. the source of Site traffic is traffic exchanges ("purchase traffic");

4.11.5. the Site contains inscriptions that encourage the Audience to click on Advertising or artificially attract attention to Advertising, as well as capable of misleading the Audience (for example, the use of imitation video player or such inscriptions as: "Free", "Help to the site" etc.);

4.11.6. Advertising is placed on empty, separate from the Site pages without statistics;

4.11.7. The Site contains content on one page or without content;

4.11.8. Advertising on the Site takes up more space than content;

4.11.9. Websites do not contain statistics;

4.11.10. The content of the Site contains prohibited content that violates clause 4.5. of this Agreement;

4.11.11. The User changes the type of advertising materials on the Website in any way without the approval of the Service;

4.11.12. The Site makes changes to the system codes of other Users;

4.11.13. The site artificially winds up the installation of Advertisers' components;

4.11.14. The Site distributes adware through malware;

4.11.15. Website to use content locking/motivated traffic;

4.11.16. The Site uses codes of moderated sites on other sources.

4.12. An external attendance counter must be present on the User's Website. Minimum level of detail (but not limited to this):

-views, visitors;

-sources of visitors;

-internal transitions;

-search phrases;

-browsers.

4.13. The User is obliged to provide the Company with access to the Site statistics. Without up-to-date access to the Site statistics, User Remuneration payments will not be made. At the same time, the Company reserves the right to conduct investigations and apply sanctions provided for in clauses 8.4.2. and 8.4.3. of the Agreement in case of detection of fraud or other fraudulent actions of the User aimed at manipulating statistics for any purpose.

4.14. If the traffic quality is extremely low or brings zero revenue, OfferGate reserves the right to terminate cooperation.

4.15. Inactive Sites will be blocked. A Site that has not had a stable traffic flow for a certain period of time is considered inactive. If the User's Website is blocked with such wording, he has the right to contact the support service by email og_support@offergate.pro .

4.16. The Contractor reserves the right to determine the format in which Advertisements can be placed on the Site and the permissible size of files that can be placed on the Site. If the file size exceeds the allowed size or the file format does not meet the technical capabilities of the Service, the User is prohibited from posting such files.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. The User acknowledges and agrees that the Service, its content and software are protected by copyright, trademarks, licenses, intellectual property laws and any applicable laws of the Republic of Cyprus, laws of other countries and/or international legislation.

5.2. The Company grants the User a personal, non-assignable, non-exclusive license to use the software provided to him by the Company as part of the Service. The User may not (and may not allow anyone) copy, modify, create derivative works, open technology, decompile or otherwise attempt to extract the source code of the software or any part thereof. The User agrees that he does not reproduce, duplicate, copy, sell, exchange or resell the software provided to him as part of the Service for any purpose, and will not modify the Service for any purpose.

5.3. Unless the User has agreed otherwise in writing with the Company, the User may not use the intellectual property of the Company (for example, logos, brand names, trademarks and other trademark features, the content of the site <https://offergate.pro> / etc.).

5.4. All objects accessible through the Service, including design elements, text, graphics, illustrations, videos, computer programs, databases, music, sounds and other objects (hereinafter referred to as the content of the Service), as well as any content posted on the Service, are objects of the exclusive rights of the Company, and in some cases, Users and other copyright holders.

5.5. The use of the content, as well as any other elements of the services, is possible only within the framework of the functionality offered by the Service. No elements of the content of the Service, as well as any content posted on the Service, may be used in any other way without the prior permission of the copyright holder. Use means, among other things: reproduction, copying, processing, distribution on any basis, etc. Exceptions are cases expressly provided for by the legislation of the Republic of Cyprus or the terms of use of a particular Service/service of the Company. The User's use of elements of the content of the Service, as well as any content for personal non-commercial use, is allowed provided that all copyright, related rights, trademarks, other notices of authorship are preserved, the name (or pseudonym) of the author/name of the copyright holder is preserved unchanged, and the corresponding object is preserved unchanged. Exceptions are cases expressly provided for by the legislation of the Republic of Cyprus or this Agreement.

5.6. The Company does not acquire the rights to the intellectual property objects contained in the RIM, and does not grant licenses or assign the rights to them to third parties. The Company is not responsible for the content contained in RIM, which violates the intellectual property rights of third parties.

6. PAYMENT PROCEDURE

6.1. The Company pays the User remuneration for advertising on its Website in the amount provided on the corresponding page of the Website, taking into account all factors affecting the assessment of the cost of placing a specific Advertisement. By accepting the terms of this Agreement, the User guarantees that he does not use the Service for the purpose of violating the legislation on money laundering and financing of terrorism. The User can conclude a written agreement with the Company by requesting an agreement by e-mail og_support@offergate.pro or by accessing the personal account. In such case, such agreement shall take precedence over this Agreement.

6.2. The Service pays the full amount of remuneration to the Partner within 30 (thirty) days from the date of sending the payment request, depending on the payment system specified by the Partner.

6.3 The obligation of the Service to pay is considered fulfilled at the time the funds are debited in full from the account of the Service.

6.4 All settlements under the Agreement are carried out in Russian rubles, US dollars or euros, in accordance with the chosen settlement currency by the User. The service reserves the right to choose sources (services, sites) for currency conversion. The User has the right to check with the Service the name of the source (service, site) for currency conversion by sending a request to the mail: og_support@offergate.pro.

6.5 Settlements are possible on the details in the payment systems specified in the Personal Account.

6.6. In case of incorrect setting by the User of the Site or placement of an Advertisement, OfferGate is not responsible for the loss of the User's income.

6.7. All commissions and fees associated with the payment of the User's Remuneration are paid at the expense of the User.

6.8. The User undertakes to provide upon request within 5 (five) days the documents of acceptance and transfer of services provided by the User.

6.9. The User undertakes to independently pay all taxes and fees that must be withheld from the User's Remuneration in accordance with applicable law.

6.10. The minimum amount of payment of the User's Remuneration is indicated in the User's personal account.

7. Participation in the referral system

7.1. The Partner has the opportunity to invite Users to the Service who have not previously registered with applicable fees. Such Users are called Referrals of the Partner.

7.2. Referrals are invited to the Service using the Partner's referral link, which can be obtained in the "Referral System" section in the Partner's Personal Account.

7.3. If the Users invited by the Partner register using the Partner's special referral link within 6 (six) months from the moment of transition through it, they become its Referrals. The Referral's belonging to the Partner is determined by the presence of a referral cookie in the User's browser at the time of registration. In the absence of such a cookie, registration is not considered referral.

7.4. For attracting Referrals, the Partner receives a remuneration calculated as a percentage of the amount of the Service's income from the amount withdrawn by the Partner's Referrals.

7.5. The amount of remuneration for the current month and the percentage rate are indicated in the Partner's Personal Account in the "Referral System" section. The Partner sees the daily amount of remuneration (referral income) in the Personal Account. Funds are credited daily to the balance of the Partner's Personal Account.

7.6. The period of accrual of remuneration from the referred Referral is 6 (six) months from the moment of his registration in the Service. After this period no remuneration is accrued.

7.7. When working on the Referral system, it is prohibited:

- use illegal ways to attract Referrals or any other artificial increase in the number of Referrals;
- mislead Referrals, give false information about the Service;
- create clones of the Internet sites of the Service and use the original interface;
- use automatic redirects, pop-ups and any other intrusive types of advertising to attract Referrals: PopUp, PopUnder, ClickUnder, Tollbar and etc.;

- send spam mailings or mailings on behalf of the employees of the Service company by email, via instant messengers and in any other way;
- register accounts belonging to the Partner using the Partner's own referral link;
- to place paid Advertising materials with a referral link for branded requests of the Service.

7.8. In case of violation of clause 7 of these T&C or unfair use of the Referral System, the Service has the right, without explanation, to:

- disconnect the Partner from the Referral system;
- disconnect the Referral/s from the Partner;
- do not count the Partner's income from the Referral/s attracted by him/her;
- block the Partner's account in the Service.

7.9. The Service has the right to check the Partner for violation of section 7 of the Agreement, as well as for dishonest use of the Referral System.

8. REPRESENTATIONS AND GUARANTEES. RESPONSIBILITY

8.1. The User uses the Service at his own risk. The Service is provided "as is". The Company does not assume any responsibility, including for the compliance of the Service with the goals of the User.

8.2. The Company does not guarantee that:

The Service meets / will meet the requirements of the User;

The Service will be provided continuously, quickly, reliably and without errors;

the results that may be obtained using the Service will be accurate and reliable and may be used for any purpose or in any capacity (for example, to establish and / or confirm any facts);

the quality of any product, service, information, etc. obtained using the Service will meet the User's expectations.

8.3. Any information and / or materials (including downloadable software, letters, any instructions and guides to action, etc.), access to which the User receives using the Service, the User uses at his own peril and risk and is solely responsible responsibility for the possible consequences of using the specified information and / or materials, including for the damage that this may cause to the User's computer or third parties, for the loss of data or any other harm.

8.4. The Company reserves the right to investigate and apply sanctions in case of detection of fraud or other violation of this Agreement, as well as the implementation of fraudulent actions aimed at deceiving the Company to increase earnings through the Service.

8.4.1. Under deceit or other fraudulent activities referred to in par. 8.4. of this Agreement, means, among other things, the following actions:

- interaction with RIM of fake users of the Sites, incl. users created in violation of the rules of such Sites;
- uploading by the Sites or third parties in the interests of Traffic Sources and Sites to the Service of the RIM Company, which deceive the expectations of the user of the Sites regarding the received winnings, message or other call to go through the Service to the advertiser's site in order to take any profit, make an appointment or immediately receive another useful result;

- use of networks of end systems with installed on them or with access established through them to software that executes automated scripts at the request of the Sites or a third party (including a botnet);
- piecemeal and / or deliberate distortion of clicks, visits and other interactions with RIM on the Sites;
- interaction with RIM on the Sites of end systems with IP addresses seen in botnets, cheating and other violations of this Agreement;
- the use by users of the Sites of proxy networks or VPNs in large quantities at the discretion of the Company;
- the absence of any activity on the Advertiser's website, provided that, at the discretion of the Company, the amount of traffic attracted by RIM should have entailed such activity.

8.4.2. In case of detection of fraud or other fraudulent activities referred to in this Agreement, the Company has the right, at its sole discretion, to block the Website and / or User Account in the Service without warning. Blocking and subsequent deletion of the Account occurs in accordance with clause 2.14. Of the Agreement.

8.4.3. In the event of detection of fraud or other fraudulent activities, in this Agreement, Users lose the right to receive User Rewards. The Company has the right to withhold funds from the User's Remuneration as a one-time penalty for violation of the terms of this Agreement in an amount equal to the remuneration of Site owners for posting RIM for the last 14 calendar days or more at the discretion of the Company, depending on the specific fraud and / or fraudulent activity and their duration.

8.4.4. Funds are debited immediately after the Account is blocked. Claims and objections of the User may be sent to the Company for consideration by e-mail og_support@offergate.pro within 30 (thirty) calendar days from the moment of blocking the Account and/or Advertising Campaign/Advertising.

8.5. If any attempts of fraud are detected or there is a suspicion of fraudulent transactions when working with the <https://offergate.pro> website, which are related to the payment of the User's Remuneration, the Company reserves the right to block the Advertiser's Account at any time and request from the Advertiser the documents necessary to clarify the circumstances. Where fraud is established, the Company has the right to withhold funds from the User's Remuneration in favor of the Service as a one-time penalty and report such a fact of fraud to law enforcement agencies, banking institutions and other organizations interested in fraud prevention.

8.6. The User is solely responsible in case of placement on his Website of an Advertisement that violates the relevant legislation.

8.7. The Company is not responsible for any types of losses that occurred as a result of the User's use of the Service or individual parts/functions.

8.8. The Company cannot and does not control the User's compliance with the provision provided for in clause 6.1. of the Agreement, and is not responsible in case of violation by the User of the legislation on the elimination of legalization of proceeds from crime and the financing of terrorism.

8.9. THE COMPANY DOES NOT CONTROL THE ADVERTISING MATERIAL PLACED BECAUSE FILTERING OR OTHER METHODS OF PREMODERATING RIM WILL RESULT IN TOO GREAT LOSS OF COMPANY RESOURCES, WHICH WILL MAKE THE OPERATION OF THE SERVICE UNREASONABLY EXPENSIVE. THE COMPANY ACTS AS ISP IN THE UNDERSTANDING OF THE COMMUNICATIONS DECENTY ACT (CDA) (USA).

8.10. In the event that an advertisement infringes the copyright of any third party, you can notify the Company of such violation by mail og_support@offergate.pro.

A notice of copyright infringement must contain:

a physical or electronic signature of a person authorized to act on behalf of the owner of the infringed copyright object;

an indication of a specific object, the rights to which have been violated, or all such objects in one list;

an indication of the material that is considered infringing copyright or is the object of infringement and access to which should be restricted, as well as information to the extent that will be sufficient to locate this material on the provider's service;

contact information sufficient to enable the ISP to contact the person filing the complaint: address, telephone number and, if available, email;

a representation that the person has substantial grounds for suspecting that the disputed material has been used or posted without proper permission from the right owner, its representative, or the law;

an assurance that the information provided is accurate and that the person filing the complaint does indeed have the authority to act on behalf of the owner of the infringed right.

8.11. The User guarantees that it and any of its subsidiaries or controlled entities, directors, officers, agents, employees or affiliate of the User, to the knowledge of the User, are aware and are compliant with sanctions enforced by the U.S. and the E.U, and other states acting as a party to such sanctions.

The User, its subsidiaries or controlled entities, directors, officers, agents, employees or affiliate of the User do not carry out economic or other mutually beneficial activities with individuals and/or legal entities of the sanctioned countries.

Damages caused by the provision of false information shall be reimbursed in full by the User and its related parties.

If the User or any of its subsidiaries or controlled entities, directors, officers, agents, employees or affiliate of the User is included in the US and/or European Union sanctions lists, the User must notify the Company in writing within 3 (three) days.

9. PRIVACY AND INFORMATION PROTECTION

9.1. You agree not to disclose confidential information of the Company without the prior written consent of the Company. The Company's confidential information includes, but is not limited to:

- all Company software, technologies, programs, specifications, materials, instructions and documentation;

- clickability or other statistics of the Service and this Agreement;

any other information in writing that is marked by the Company as "Confidential" or similar.

9.2. The Company restricts access to Users' personal information. All Users of the Service are required to comply with the Company's privacy policy published on the Service's website.

9.3. The Company does not collect, disclose or use any data that is personal data of persons under 16 years of age. If the Company is provided with any information that it is processing personal data of persons under 16 years of age, it will immediately take measures to delete any personal information belonging to children.

10. Assignment, Governing Law and Jurisdiction. Force Majeure

10.1. The Service may transfer this Agreement to an assignee. You may not assign this Agreement without the prior written consent of the Service, which shall not be unreasonably withheld.

10.2. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or formation, shall be governed by and construed in accordance with the laws of Cyprus.

10.3. All possible disputes arising from relations governed by this Agreement shall be resolved in the manner prescribed by the current legislation of the Contractor. Throughout the text of this Agreement, unless expressly stated otherwise, the term "legislation" means both the legislation of the Republic of Cyprus and the legislation of the place of residence of the User. Nothing in this paragraph limits the right of the Service to initiate legal proceedings against the User in any other court of competent jurisdiction.

10.4. The Parties are released from liability for violation of the terms of the Agreement if such violation is caused by force majeure circumstances (force majeure), including: actions of public authorities, fire, flood, earthquake, other circumstances, not limited to the above.

11. Cancellation, suspension, termination

11.1. This Agreement is effective upon your acceptance and remains in effect until terminated.

The Service reserves the right, in its sole and absolute discretion, to remove/cancel/suspend/stop/terminate any advertising campaign(s) and/or Services and/or Offer(s) and/or this Agreement at any time and for any reason with prior notice to the User.

This Agreement will terminate immediately upon termination or insolvency of either Party, or if you breach this Agreement.

11.2. The Parties may terminate this Agreement at their discretion at any time.

12. Final provisions

12.1. Nothing in the Agreement can be understood as the establishment between the User and the Company of agency relations, partnership relations, joint activity relations, personal employment relations, or any other relations not expressly provided for in the Agreement.

12.2. If, for one reason or another, one or more provisions of this Agreement are found to be invalid or unenforceable, this does not affect the validity or applicability of the remaining provisions of the Agreement.

12.3. The User can obtain information on previously valid promotions and affiliate programs, in which he was or continues to be, by contacting the Support Service at og_support@offergate.pro.

12.4. Inaction on the part of the Company in the event of any violation on the part of the User does not deprive the Company of the right to take appropriate actions to protect its interests later, and does not mean that the Company waives its rights in the event of subsequent similar or similar violations.

12.5. This Agreement does not require bilateral signing and is valid for the Parties in electronic form.

This Agreement was updated on 20/12/2022