

# OFFERGATE PARTNER AGREEMENT (Publisher)

Last update: September 10, 2024

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

This public offer comes from **ADV BIZ LTD**, company incorporated and acting under the laws of the Republic of Cyprus, registered under company number HE 353920, located at 2 Agia Fylaxeos & Christoforos Perraivos, KALIA COURT, Address/Office 601 3025, Limassol, Cyprus.

The following definitions are used interchangeably in the Agreement:

- ADV BIZ LTD - "OfferGate", "Company", "We", "Affiliate Network", "Service";
- The persons using the Service are "you," "Advertiser," "Partner," and "Publisher."
- ADV BIZ LTD and persons using the Service - separately as a "Party" and collectively as the "Parties".

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 are of legal age, fully acquainted with and accept all the terms of the Agreement without any reservations or exceptions when you perform any actions aimed at using the Service. You confirm your legal capacity in accordance with the applicable laws of the state of which you are a resident and acceptance of the terms of the Agreement in full when you start using the Service or go through the registration procedure. If you use the Service on behalf of a legal entity, you represent and warrant that you have the right and authority to enter into this Agreement on behalf of that legal entity and to bind it to this Agreement.

The Agreement is available for review on the Company's website at <https://offergate.com/documents/user-agreement-publisher-en.pdf> and contains all material terms and conditions. Acceptance of the Agreement is registration in the Service on the terms provided in Section 2 of the Agreement and/or payment for the Company's services on the basis of the issued invoice/payment by a third party for the Partner (whichever occurred first). Acceptance of the Agreement means conclusion of the Agreement on the terms and conditions specified in the Agreement.

The Company agrees to comply with all applicable obligations and requirements set forth in the [Digital Services Act](#), Regulation (EU) 2022/2065 (the "DSA"), including, but not limited to, removing illegal content from the Company's website, providing an explanation of the reasons when the Company takes action to remove or disable access to illegal content, notifying the relevant European Union law enforcement or judicial authorities when the Company becomes aware of any information giving reason to suspect that illegal content has been, is being, or is being, committed, or is being accessed by the Company.

By using the Company's services, you acknowledge and agree that you are bound by the DSA and agree to abide by the legal standards set forth therein, including the online advertising transparency requirements set forth by the DSA.

## TERMINOLOGY

- "Advertiser" is an individual or legal entity that determines the terms and conditions of affiliate programs and provides an opportunity to advertise its goods and services through various advertising means and the provision of Advertising Materials.
- "Partner" - Webmaster/Publisher/Media Buyer - an individual or legal entity that places Advertising Materials.
- "Partner's Remuneration" - funds paid to the Partner for placing advertisements in accordance with the terms and conditions published in the Service.
- "Advertising Material", "Advertisement", means information about a person, product, service, disseminated in any form or by any means and intended to create or maintain awareness of and interest in such person, service or product among the consumers of the advertisement, which complies with Section 4 of this Agreement as well as the laws of the Republic of Cyprus.
- "Service" - a hardware and software complex owned by the Company, which provides transmission and reception of information materials from the Advertiser for placement.
- "Partner's account", "Partner's personal account" - a set of Partner's data stored in the Service, necessary for authentication (identification), as well as a web-interface provided to the Partner for using the Service and providing access to his/her personal data and settings. An account is created as a result of Partner's registration.
- "Offer" - a duly executed advertising offer of the Advertiser - a complex offer to place and publish advertising material, which can be accepted and executed by the Partners.
- "Referral system" - a form of cooperation between the Service and the Partner, based on payment of remuneration to the Partner for attracting new 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, receive analytics and information, generate reports and analytical summaries based on full or partial analysis of the site or advertising campaign, receive web traffic and manage traffic sources, receive and provide other advertising services based on interaction with the user.

1.2 OfferGate manages the affiliate network on the domain <https://offergate.com> and provides Partners with an opportunity to work with affiliate programs and Advertisers of the OfferGate affiliate network. Members of the affiliate network are: Advertisers, Partners and OfferGate.

1.3 By entering into this agreement Partners are notified and agree that the Service tracks and registers all transactions and provides the Advertiser with information about it, as well as accrues rewards.

1.4 This Partnership Agreement may be changed by the Service unilaterally without any additional notice. The new version of the Agreement shall come into effect from the moment of its posting on the Website <https://offergate.com>, unless the effective date of the changes is additionally determined by such posting.

1.5 The Service, as well as the services of the Company, are available only to persons authorized to do so under the laws of the Republic of Cyprus, as well as the national

legislation of the country of residence of such person. If you are not authorized to enter into contracts, do not attempt to register or use the Service.

1.6 Under the DSA, the Company is required to comply with orders issued by the relevant judicial or administrative authorities within the European Union. These orders may require the Company to remove or disable access to illegal content, as determined in accordance with applicable EU and national law, and to provide specific information about users of the Company's services, including data necessary to identify and remedy illegal content or activities.

1.7 To ensure interaction with governmental authorities and Advertisers, Partners, as required by the DSA, the Company establishes this contact e-mail address for DSA-related issues: [legal@offergate.com](mailto:legal@offergate.com).

## 2. SERVICE REGISTRATION

2.1 In order to use the Service, you need to go through the registration procedure, as a result of which a unique account will be created - Partner's Account/Partner's Personal Cabinet. Registration is free of charge and voluntary. Registration is possible only if you put in the mandatory field your consent to accept all terms and conditions of this Agreement, including Privacy Policy, published on our website <https://offergate.com/policy>. Registration is possible if you have technical possibility to access the Internet to receive the service online.

2.2. The Partner undertakes to provide accurate, up-to-date and true information when registering to create an Account, including a unique login, e-mail address and password for each Partner. After registration of the Account, the Partner may start using an alternative means of authentication to access the Account, thus replacing the password.

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

2.4 The Company reserves the right at any time to require from the Partner to confirm the data specified during registration and request supporting documents (in particular, identity documents), the failure to provide which, at the Company's discretion, may be equated to the provision of false information, unilateral termination of cooperation and account deletion. If the Partner's data specified in the documents provided by him/her do not correspond to the data specified during registration, as well as in case when the data specified during registration do not allow to identify the Partner, the Company shall have the right at its own discretion to demand provision of supporting documents, identity documents, deny the Partner access to the Account and use of the Service, block or delete the Partner's Account.

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

2.6. the Partner is responsible for security (guessing resistance) of means of access to his/her chosen account, as well as for keeping the secrecy of these means. The Partner is solely responsible for all actions (and their consequences) when using the Service via the Partner's Account, including for voluntary transfer by the Partner of data for access to the Account to third parties on any terms (including under contracts or agreements). At that, all actions performed while using the Service through the Partner's Account are considered to be performed by the Partner himself, except for cases when the Partner notified the Company about unauthorized access to his Account and/or violation

(suspicion of violation) of confidentiality of his means of communication, access to the Account (password or two-factor authentication) in accordance with clause 2.7 of this Agreement.

2.7. The Partner shall immediately notify the Company of any unauthorized access to the Partner's Account and/or any breach (suspected breach) of confidentiality of his/her means of communication or means of access to the Account. For security purposes, the Partner is obliged to securely close his Account (the "Logout" button) at the end of each session of work with the Service. The Company is not responsible for possible loss or damage of data, as well as for any other consequences that may arise as a result of Partner's breach of the Agreement.

2.8. By registration the Partner confirms that:

- is not subject to any applicable sanctions and is not owned or controlled by any parties subject to any applicable sanctions (including EU, USA and Cypriot sanctions);
- the Company's performance of this Agreement will not cause the Company to violate any applicable sanctions and/or export control laws and regulations;
- the damage caused by the provision of false information shall be compensated by the violator in full.

If the Partner or any of its subsidiaries or controlled entities, directors, officers, agents, employees or affiliates is placed on the EU, USA, and other sanctions lists, it shall notify the Company in writing within three (3) days by email to [legal@offergate.com](mailto:legal@offergate.com).

2.9 The Company reserves the right to set restrictions on the use of the Service for all Partners or for certain categories of Partners (depending on their location, the language in which the Service is provided including, but not limited to, the presence/absence of certain features of the Service, the period of content storage, the maximum number of messages that can be sent or received by one registered Partner, the maximum size of a message, the maximum number of requests to the Service for a certain period of time, the maximum number of requests to the Service, and the maximum number of requests to the Service for a certain period of time. The Company may prohibit automatic access to the Service, as well as stop receiving any information generated automatically (e.g. spam).

2.10. While the Company endeavors to ensure that the Service is available 24 hours a day, the Company shall not be liable in the event that the Service is unavailable at any time or for any period of time due to circumstances and reasons beyond the Company's control.

2.11. The Company reserves the right to discontinue or temporarily suspend the Service in case of system failure, as well as for preventive maintenance, maintenance, repair, to modify, adapt, improve or enhance the Service, as well as to make changes to the information about the Company published in the Service at any time without prior notice. Any updates or changes will be considered part of the Service and will be governed by this Agreement.

#### **LOCKING AND DELETING AN ACCOUNT**

2.12. The Company reserves the right to block or delete the Partner's Account, as well as to prohibit access from any Account to certain Company's services or Service functions, delete any content without explanation, including in case of violation by the Partner of the terms and conditions of this Agreement or terms and conditions of other documents. the Partner's Account may be blocked without prior notice if the Partner's Account is inactive (the Partner does not perform any actions in accordance with clause 1.1. of the Agreement, including - no actions in accordance with clause 1.1. of the Agreement). Agreement, including - no active advertising campaigns, no connected traffic sources) for more than 180 (one hundred and eighty) calendar days in a row. The Company reserves the right to reset the Partner's balance by writing off funds from the balance. At the same

time the Account and balance can be restored upon Partner's application sent within 1 year from the moment of blocking/deletion/debarment to [og\\_support@offergate.pro](mailto:og_support@offergate.pro).

2.13. the Partner is prohibited to create two or more accounts. In case of detection of the fact of creation of two or more accounts for the same Partner, the Company has the right to block or delete such accounts at its own discretion.

2.14. The Partner reserves the right to unilaterally terminate cooperation and delete his account at any time, provided that there are no debts to the Company.

## 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

### 3.1. COMPANY'S RIGHTS:

3.1.1. to make changes and/or additions to the terms of this Agreement and any additional terms unilaterally without special notice of such changes and/or additions, but subject to posting a new version of the Agreement on the Service and publishing a notice of changes/additions to the terms on the main page of the Website Service;

3.1.2. to set and/or change the prices for the Services unilaterally at its own discretion, publishing the new price in the Service, change the list of provided services;

3.1.3. collect and systematize data for statistics collection;

3.1.4. send to the Partner e-mails and/or SMS messages containing information about the Service, Company's services or information about advertising, etc;

3.1.5. use Partner's advertising, related content and information for marketing or advertising purposes of the Company, either with or without prior consent of the Partner. In case when the Partner's advertisement, related content and information are used by the Company for marketing or advertising purposes of the Company without prior consent of the Partner and if the Partner objects to such use to the e-mail [og\\_support@offergate.pro](mailto:og_support@offergate.pro). The Company undertakes to stop such use within 30 (thirty) working days;

3.1.6. independently send a warning to the Partner, 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 Partner from using the Service, in case of:

i. incurrence of liabilities in accordance with a binding decision of the regulatory authorities;

vii. detection of violation by the Partner of the terms and conditions of this Agreement and/or requirements of the current legislation;

iii. actions of the Partner that lead or may lead to damage to the Company's business reputation.

### 3.2. PARTNER'S RIGHTS:

3.2.1. provide the Company with wishes and/or suggestions for improvement of the Service for consideration;

3.2.2. to receive information about the Company to the extent determined by the Agreement and the current legislation of the Republic of Cyprus;

3.2.3. contact the Support Service [og\\_support@offergate.pro](mailto: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 in accordance with the terms and conditions of this Agreement.



### 3.3. THE PARTNER IS FORBIDDEN TO:

- 3.3.1. upload, send, transmit or otherwise post and/or distribute content that violates the requirements of Section 4 of this Agreement, including content subject to Section 4.5 of the Agreement;
- 3.3.2. violate the rights of third parties, including minors, and/or harm them in any form;
- 3.3.3. impersonate another person or representative of an organization and/or community without sufficient rights, including the Company's employees, forum moderators, the owner of the Site, as well as use any other forms and methods of illegal representation of other persons in the network, as well as misleading other Partners, users, Advertisers or the Company about the properties and characteristics of any subjects or objects; such actions, if intentional, may be regarded as deception or fraudulent actions and entail liability for damages.
- 3.3.4. to carry out unauthorized collection and storage of personal data of individuals;
- 3.3.5. disrupt the normal operation of the Service;
- 3.3.6. promote behavior aimed at violating the restrictions and prohibitions established by this Agreement, including committing actions that may be considered as deception or fraud, which entails liability provided by this Agreement;
- 3.3.7. make public statements about relations between the Partner and the Company without prior written consent of the Company;
- 3.3.8. register using your referral link;
- 3.3.9. to delete the Account if the Partner has a negative balance and/or debt to the Service.

## 4. RULES FOR PUBLISHING ADVERTISEMENTS

4.1 The Advertiser is responsible for compliance of the content published by him/her with the requirements of the current legislation of the Republic of Cyprus, the host country of the site, as well as the country (countries) where the potential Audience of the site may reside. The Partner is also liable to third parties if the publication of any content by him violates the rights and legitimate interests of third parties, including personal copyright intangible and material rights and other intellectual rights of third parties, and/or infringes on their property, including, but not limited to, the prohibitions set forth in paragraph 4.5 of this Agreement.

The Partner acknowledges and agrees that the Company is not obliged to review any type of content posted and/or distributed through the Service, and that the Company has the right (but not the obligation) at its discretion to refuse the Partner to post and/or distribute content or remove any content available through the Service. The Partner understands and agrees that he/she must independently assess all risks associated with the use of content, including assessing the reliability, completeness or usefulness of this content.

THE COMPANY ACTS AS AN ISP WITHIN THE MEANING OF THE COMMUNICATIONS DECENCY ACT (CDA) (USA).

4.2. the Partner understands and agrees that the technology of the Service may require copying (reproduction) of the Partner's content, as well as its processing by the Company in accordance with the technical requirements of a particular Internet resource and/or its functions. Such use of content will not be considered an infringement of intellectual property rights.

4.3 The Partner guarantees that he has the necessary rights to conduct marketing activities on his declared advertising platforms. He himself bears all legal and property responsibility for what happens on his advertising platforms.

4.4 When placing Advertisements on its advertising platform the Partner undertakes not to violate the rights of third parties to copyrights to brand, trademark, trade mark, personal rights and other rights without permission of right holders in accordance with the current legislation. The Partner undertakes not to use on its advertising platform content that violates the current legislation or leads to pages that violate the current legislation.

4.5 It is prohibited to place Advertisements that:

- is unlawful, malicious and/or defamatory;
- offends morality or uses influence caused by fear or superstition;
- exploits the interlocutor's trust and lack of experience or knowledge;
- demonstrates (or promotes) violence and cruelty, criminal and/or terrorist acts, mutilated bodies, injuries, death, disease, unaesthetic and disgusting images;
- violates intellectual property rights;
- promotes hatred and/or discrimination against people based on race, ethnicity, sexual orientation, religious, social views and beliefs, eye color, age, property status, national or social origin, etc.;
- contains insults to any person or organization, defames, condemns or ridicules another person, his/her activity, name (company), goods or services, trademarks;
- uses the name, surname, trade name or other identifying mark (including trademark) of another entrepreneur without the consent of such entrepreneur;
- contains elements of (or promotes) pornography in content for family viewing, adult content in content for family viewing;
- contains elements of (or promotes) child erotica, zoophilia;
- may lead to the exploitation of minors or pose a threat to minors;
- advertises high-risk investments;
- promotes illegal activities;
- explains the procedure for the manufacture, use or other use of narcotic substances or their analogues, as well as explosives or other weapons;
- advertises prescription or digital drugs, online pharmacies;
- contains malware, phishing or spam;
- is misleading or contains inaccurate or deceptive information, false promises or fraud;
- offers products or services that predict the future;
- contains the opinions and positions (endorsements) of celebrities without their consent, and/or depicts, uses or otherwise refers to any person (whether private or official) or their property without the consent of such person;
- advertises counterfeit goods or dangerous goods and services (which may cause harm to health and/or damage to content or other harm);
- creates a fake sense of urgency in the text or image that calls the visitor to action;
- contains fake consumer reviews and/or imitations thereof;
- misleads users (site visitors) (for example, claims or promises that the visitor of the Site has become or will become a winner of a promotion, raffle, etc.), imitates the interface of any applications, system notifications, software, etc. (including buttons such as "close", "download"), which may mislead the visitor; and (including buttons, for example, "close", "download"), which may mislead the visitor;
- reproduces the text, slogan, visual image, sound and/or other special effects of any other advertiser's advertisement without its consent or performs other actions that may cause ambiguity or misrepresentation of the advertiser, advertised goods and/or services;
- advertises active advertising systems, BUX clubs and the like;
- contains contact information (phone numbers, contact details of messaging or IP-telephony services, website addresses, QR codes, barcodes) in text, header and/or image;
- advertises sites that force the user to fraudulently pay for any services and/or Internet resources with the purpose of receiving prepaid SMS messages from users (MT

subscriptions), as well as sites containing malicious programs or whose purpose is to deceive users (e.g. offers to download files, update the browser, pseudo-antivirus programs, "prizes" from well-known Internet resources and other fake sites);

- promotes content that contains misinformation or false information, including, but not limited to, misinformation or false information about COVID-19;

- contains the special categories of personal data referred to in Article 9(1) [GDPR](#) (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data).

#### Terms of cooperation

4.6 The Partner is prohibited to connect to cooperation Sites, which contain prohibited content that violates clause 4.5 of this Agreement. 4.5. of this Agreement.

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

4.8 Websites with attendance of at least 1000 unique visitors per day for the last month of operation of the Internet resource placed on commercial hosting are accepted for cooperation. Sites placed on free hosting can be considered provided that the stable attendance is more than 500 unique visitors per day. The traffic of the site being accepted must be at least 50% from search engines. Any artificial increase in the number of unique visitors or traffic of the Site is equated to deception and other fraudulent actions and may entail liability provided for in paragraphs 8.3.2. and 8.3.3. of this Agreement.

4.9. The Partner is prohibited to use any mechanisms of deception, eavesdropping, forcing the audience to click on the Advertisement or view the Website where the Advertisement is placed. Such actions are equated to deception and other fraudulent actions and may entail liability provided by clauses 8.3.2. and 8.3.3. of this Agreement.

4.10. The Partner's website, where the Advertisement will be placed, will not be accepted for cooperation if it has signs characterizing its orientation towards deception and other fraudulent actions against the Company and advertisers, which in this case may entail the liability provided for in paragraphs 8.3.2. and 8.3.3. of this Agreement, and/or if:

4.10.1 The Site contains malware;

4.10.2. the Partner in any way changes the type of advertising materials on the Website without agreement with the Service;

4.10.3 The site artificially delays the installation of advertisers' components;

4.10.4 The Site distributes adware through malicious programs;

4.10.5 Website to utilize content blocking/motivated traffic;

4.11. The Partner is obliged to provide the Company with access to the Website statistics. Without up-to-date access to the statistics of the Website the Partner will not be paid remuneration. At the same time the Company reserves the right to investigate and apply sanctions provided by clauses 8.3.2. and 8.3.3. of the Agreement in case of fraud or other unfair actions of the Partner aimed at manipulation of statistics for any purposes.

4.12. If the quality of traffic is extremely low or generates zero income, the Company reserves the right to terminate cooperation.

4.13. Inactive Sites will be blocked. An inactive Site is considered to be a Site that does not receive stable traffic for a certain period of time. If the Partner's site is blocked with such wording, he/she has the right to contact the support service by e-mail [og\\_support@offergate.pro](mailto:og_support@offergate.pro).

4.14. The Company reserves the right to determine the format of placing Advertisements on the Website and the allowable size of files that can be placed on the Website. If the file size exceeds the allowed size or the file format does not correspond to the technical capabilities of the Service, the Partner is prohibited to place such files.



## 5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Partner 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 to the Partner a personal, non-transferable, non-exclusive license to use the software provided to him by the Company within the framework of the Service. The Partner may not (and may not authorize anyone else to) copy, modify, create derivative works, open-source technology, decompile or otherwise attempt to extract the source code of the software or any part thereof. Partner agrees that it will not reproduce, duplicate, copy, copy, sell, exchange or resell the software provided to it as part of the Service for any purpose, and will not modify the Service for any purpose.

5.3 Unless the Partner has agreed otherwise in writing with the Company, the Partner may not use the Company's intellectual property (e.g. logos, trade names, trademarks and other features of trademarks, content of the website <https://offergate.pro> / etc.).

5.4 All objects available through the Service, including design elements, text, graphics, illustrations, video, computer programs, databases, music, sounds and other objects (hereinafter - the content of the Service), as well as any content posted on the Service, are the objects of exclusive rights of the Company, and in some cases users, Advertisers and other right holders.

5.5 The use of the content, as well as any other elements of the Services, is possible only within 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 prior authorization of the right holder. Use means, among other things: reproduction, copying, processing, distribution on any basis, etc. Exceptions are cases directly provided for by the legislation of the Republic of Cyprus or the terms of use of a particular Service/services of the Company. The Partner's use of content elements 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/rights holder is preserved without changes, as well as the corresponding object is preserved without changes. The 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 intellectual property objects contained in the Advertisement, and does not license or transfer the rights to them to third parties. The Company is not responsible for the content contained in the Advertisement that infringes the intellectual property rights of third parties.

## 6. PAYMENT PROCEDURE

6.1 The Company pays remuneration to a Partner based on the Company's statistics.

6.2 The Partner guarantees that he/she does not use the Service in order to violate the legislation on money laundering and terrorism financing.

6.3 Payment of Remuneration to an Partner is made on the basis of his/her application for withdrawal of funds, executed through the Partner's personal account in the currency agreed by the Parties in the Partner's personal account and after the Company has verified that the Partner has complied with the terms and conditions of this Agreement.

6.4 The Company's obligation to pay shall be deemed fulfilled at the moment of full debiting of funds from the Company's account.

6.5 The Service reserves the right to choose sources (services, sites) for currency conversion at the rate specified on the Company's website. The Partner has the right to

clarify from the Service the name of the source (service, site) for currency conversion by sending a request to the mail: [og\\_support@offergate.pro](mailto:og_support@offergate.pro).

6.6 Payments can be made using the details specified by the Partner's personal account.

6.7 In case of incorrect configuration of the Website or placement of Advertising by the Partner, the Company shall not be liable for loss of income of an Partner.

6.8 All commissions and fees related to the Partner's remuneration are paid at the Partner's expense.

6.9. The Partner undertakes to provide the documents of acceptance and transfer of services rendered by the Partner within 5 (five) days upon the Company's request.

6.10. The minimum amount of Partner's remuneration payment is specified in the Partner's Personal profile.

6.11. The Partner is obliged to notify the Company at least 24 hours in advance in case of suspension or termination of the traffic source. If there is no such notification, the Partner is obliged to return the payment for all rendered services to the Company.

## 7. PARTICIPATION IN THE REFERRAL SYSTEM

7.1. the Partner has an opportunity to invite other Partners to the Service, who have not previously registered with the corresponding payment. Such Partners are called Partner's Referrals.

7.2 Referrals are invited to the Service by the Partner's referral link, which can be obtained in the "Referral system" section of the Partner's Personal profile.

7.3 If the Partner's Referrals invited by the Partner register using a special referral link of the Partner within 3 (three) months after clicking on it, they become his/her Referrals. Referral's affiliation to the Partner is determined by the presence of a referral cookie in the Partner's browser at the moment of registration. In the absence of such cookie, registration is not considered referral.

7.4 For attracting referrals the Partner receives remuneration calculated as a percentage of the income withdrawn by the Partner's referrals.

7.5 The amount of remuneration for the current month and the interest rate are indicated in the Partner's Personal profile in the "Referral system" section. The Partner sees the amount of remuneration (referral income) in his/her personal cabinet on a daily basis. Funds are daily credited to the balance of the Partner's Personal profile.

7.6 The period of accrual of remuneration from the attracted referral is 3 (three) months from the moment of its registration in the Service. After the expiration of this period, the remuneration is not accrued.

7.7 It is prohibited to work with the Referral System:

- use illegal methods of attracting Referrals or any other artificial increase in the number of Referrals;
- mislead Referrals, provide false information about the service;
- create clones of the Service's websites and use the original interface;
- use automatic redirects, pop-ups and any other intrusive types of advertising to attract Referrals: PopUp, PopUnder, ClickUnder, Tollbar, etc.

7.8 In case of violation of Section 7 of this Agreement or unfair use of the Referral System, the Service shall have the right without explanation:

- disconnect the Partner from the Referral system;
- disconnect the Referral/s from the Partner;
- not to take into account the Partner's income from the Referrals attracted by him;
- 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 unfair use of the Referral system.

## 8. REPRESENTATIONS AND WARRANTIES. LIABILITY

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

8.2 Any information and/or materials (including downloaded software, e-mails, any instructions and guides to action, etc.), which the Partner gets access to through the Service, the Partner uses at his own risk and bears full responsibility for possible consequences of using the specified information and/or materials, including for damage it may cause to the Partner's computer or third parties, for data loss or any other harm.

8.3 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 fraudulent actions aimed at deceiving the Company in order to increase earnings through the Service.

8.3.1 By deception or other fraudulent actions specified in clause 8.3. of this Agreement means, among other things, the following actions:

- interaction with advertising materials of fake users of websites, including users created in violation of the rules of such websites;
- uploading by sites or third parties in the interests of traffic sources and sites to the Company's Service of advertising materials that deceive the expectations of users of sites regarding the received prize, message or other call to go through the Service to the advertiser's site with the purpose of making any profit, appointment or immediate other useful result;
- use of end-system networks with access to software installed on or through them that executes automated scripts at the request of websites or third parties (including botnets);
- fragmented and/or deliberate misrepresentation of the number of clicks, visits and other interactions with advertising materials on websites;
- interaction with advertising materials on end system sites with IP addresses found to be involved in botnets, fraud and other violations of this Agreement;
- use of proxy network sites or VPNs by Partners in large quantities at the Company's discretion;
- absence of any activity on the Advertiser's website, provided that, in the Company's sole discretion, the volume of traffic attracted by the promotional materials should have entailed such activity.

8.3.2 In case of fraud or other fraudulent actions specified in this Agreement, the Company has the right at its discretion to block the website and/or the Partner's Account in the Service without warning. Blocking and subsequent deletion of the Account shall take place in accordance with clause 2.12. of the Agreement.

8.3.3. In case of fraud or other dishonest actions stipulated by this Agreement, the Partners shall lose the right to receive the Remuneration.

8.3.4 The Partner's balance is debited immediately after the Account is blocked. Partner's claims and objections can be sent to the Company by e-mail [og\\_support@offergate.pro](mailto:og_support@offergate.pro) within 30 (thirty) calendar days from the moment of Account and/or Advertising campaign/advertisement blocking.

8.4 The Company is not liable for any kind of losses resulting from the Partner's use of the Service or its separate parts/functions.

8.5. the Company cannot and does not control the Partner's compliance with the provision stipulated by clause 6.2. of the Agreement. Agreement, and is not liable in case the User violates the legislation on money laundering and terrorism financing.

8.6 If the Advertisement infringes the copyrights of third parties, you may notify the Company of such infringement by mail to [og\\_support@offergate.pro](mailto:og_support@offergate.pro).

A notice of copyright infringement must contain:

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

an indication of the specific object whose rights have been infringed or of all such objects in one list;

an indication of the material that is deemed to be infringing or subject to infringement and to which access should be restricted, as well as information sufficient to locate that material on the provider's service;

contact information sufficient to enable the Company, provider to contact the person making the complaint: address, telephone number and, if available, e-mail;

a statement that the person has serious reasons to suspect that the disputed material has been used or posted without the proper authorization of the right holder, his representative or the law;

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

8.7. You access the Company Site and use the Service at your own risk and under your sole responsibility. You agree to fully indemnify, defend and hold harmless the Company and its affiliates, partners, officers, directors, agents, contractors, licensors, service providers and employees from any claim, demand or liability, including reasonable attorneys' fees, related to your use of the Site, Account and Service or any violation of this Agreement or applicable law.

## 9. CONFIDENTIALITY AND PROTECTION OF INFORMATION

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

- all of the Company's software, technology, programs, specifications, materials, instructions and documentation;
- clickability or other statistics of the Service and this Agreement;
- any other information in writing labeled by the Company as "Confidential" or similar.

9.2 The Company restricts access to personal information of users. All Partners of the Service are obliged to comply with the Company's privacy policy published on the website of the Service at the link <https://offergate.com/documents/privacy-protection-policy-en.pdf>.

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

## 10. ASSIGNMENT, APPLICABLE LAW AND JURISDICTION. FORCE MAJEURE

10.1 The Company may assign its rights under this Agreement to a successor. You may not assign your rights and obligations under this Agreement without the prior written consent of the Company.

10.2 This Agreement and any dispute or claim (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 laws of Cyprus.

10.3. All possible disputes arising from the relations regulated by this Agreement shall be resolved in accordance with the procedure provided by the current legislation of the country of registration of the Company. 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 Partner's country of registration. Nothing in this clause shall limit the right of the Service to initiate legal proceedings against the Partner in any other court of competent jurisdiction.

10.4. The Parties shall be released from liability for breach of the Agreement if such breach is caused by force majeure circumstances, including: actions of governmental authorities, fire, flood, earthquake, other circumstances, not limited to the above.

## 11. TERM OF VALIDITY AND TERMINATION

11.1 This Agreement shall become effective upon your acceptance and shall remain in effect until terminated.

11.2 This Agreement shall immediately terminate in the event of the termination or insolvency of either Party, or in the event that You breach the terms of this Agreement.

11.3 The parties may terminate this Agreement at their discretion at any time with 48 hours prior written notice.

## 12. FINAL PROVISIONS

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

12.2 If for one reason or another one or more provisions of this Agreement is held invalid or unenforceable, the validity or enforceability of the remaining provisions of the Agreement shall not be affected.

12.3 The Company's inaction in case of any violation by the Partner does not deprive the Company of the right to take appropriate actions to protect its interests in the future, nor does it mean that the Company waives its rights in case of subsequent similar or similar violations.

12.4 Each Party shall, with respect to any personal data provided by the other Party, undertake:

(a) Strictly follow the instructions of the other Party regarding the processing of such personal data under this Agreement. Appropriate technical and organizational measures shall be taken to prevent unauthorized or unlawful processing of personal data, as well as accidental loss, destruction or damage of data.

(b) Comply with any reasonable requirements of the other Party to ensure compliance with the measures set out in this paragraph. If the receiving Party receives a request, complaint or correspondence from an individual, regulator or third party regarding the processing of Personal Data in connection with the Services, the receiving Party shall promptly notify the other Party.

Both Parties agree to cooperate in good faith in resolving such matters.

12.5 If any party to this Agreement has reasonable grounds to believe that any content on the Company's website is illegal, the Company recommends notification by sending an email to [legal@offergate.com](mailto:legal@offergate.com). To assist the Company in reviewing the above notice, the following information should be included as required by the DSA:

- Description: a clear and detailed description of the content that the Party believes is illegal must be provided.
- Exact location: you must provide the exact location of the content on the Company's website, such as a URL or direct link.
- Explanation: a brief explanation of why a Party to this Agreement believes the content is illegal must be provided, including any relevant legal references (if possible).
- Contact information: you must provide your contact information, including your name and email address, in order to make the necessary follow-up arrangements.
- Statement of good faith: the notice should include a disclaimer that the Party making such a notice confirms the accuracy of the information provided (to the best of its knowledge), and the good faith of its actions.

12.6 This Agreement does not require bilateral signing and is valid for the Parties in the form in which it is posted on the Company's website <https://offergate.com/documents/user-agreement-publisher-en.pdf>.