

OfferGate USER AGREEMENT (Advertiser)

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

"Advertisers" — 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" - a natural person 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 conditions, carrying out the placement of Advertising Materials on its declared Sites.

"Advertising material", "Advertisement", "Advertisement", or "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 of information materials from the Advertiser for placement by Users on their own Website when creating advertising announcements.

"Offer" is a properly designed advertising offer of the Advertiser - a comprehensive offer to place and publish advertising material that can be accepted and executed by Users.

1. GENERAL CONDITIONS

1.1. The Service is a platform that provides the 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.

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 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. At the conclusion of this agreement, Advertisers 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 Agreement may be changed by the Service unilaterally without notifying the Advertiser. 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.

1.7. In disputed issues, the decision remains with the Company.

1.8. The beginning of cooperation may be refused without explanation.

2. SERVICE RULES

2.1. To become an Advertiser, you must apply as an Advertiser on our website by writing to us by email: og_support@offergate.pro . After we review your application, we will notify you of your acceptance or rejection as an Advertiser of the Service.

2.2. By submitting an application as an Advertiser, you confirm your understanding and unconditional acceptance of this Agreement and other terms and conditions of the Service, including the Privacy Policy published on our website <https://offergate.com/policy> also, you confirm that you are a duly authorized person, have full legal capacity and all necessary powers to bind obligations with the company.

2.3. In order for any communication between the Advertiser and the Service and /or officials of the Service and / or any other personnel and /or employee of the Service to be considered information provided by the Service as part of the provision of services by the Service to the Advertiser, it is necessary to contact via email og_support@offergate.pro . Any information provided by any other means of communication should in no way be considered as information provided by officials of the Service.

2.4. The Service will monitor, monitor and report on the agreed/approved/accepted advertising campaign/offer. In addition, the Service will inform you if and when errors occur in the Campaign to correct such errors. The Service will also, at its sole discretion, provide support and advice on the Campaign during the term of this Agreement.

2.5. The Service does not guarantee: (i) the placement, positioning or display time of any advertisement, or (ii) the number (if any) of any impressions, publications, conversions or clicks on any advertisement.

2.6. Although the Company strives to ensure that the Service is generally available 24 hours a day, the Contractor is not responsible if for some reason the Service is unavailable at any time or during any period due to circumstances and for reasons beyond the control of the Company.

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

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

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. THE COMPANY IS ENTITLED TO:

3.1.1. to make changes and/or additions to the terms of the Agreement and any additional terms to it unilaterally without any special notification to Advertisers about such changes and/or additions, but with the placement of a new version of the Agreement in the Service and notification of changes/additions to the terms of the Agreement on the main page of the Service website;

3.1.2. close or suspend the operation of the Service or any part of it, change the Service in whole or in part without prior notice to the Advertiser, make changes to the information of the Contractor posted in the Service;

3.1.3. carry out preventive maintenance to maintain operability and improve the Service;

3.1.4. to set and/or unilaterally change the price of services at its discretion by publishing a new price in the Service;

3.1.5. change the list of services provided or terminate the provision of services of the Service;

3.1.6. collect and systematize data for statistical purposes;

3.1.7. send electronic messages to the Advertiser's e-mail and /or SMS containing information about the Service, the Contractor's services or advertising information, etc.;

3.1.8. use the Advertiser's ads, related content and information for their own marketing or advertising purposes.

3.2. THE ADVERTISER HAS THE RIGHT TO:

3.2.1. submit your wishes and/or suggestions for improving the Service to the Contractor for consideration;

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

3.2.3. contact the Support Service if necessary, as well as in cases expressly provided for by this Agreement;

3.2.4. receive services and use the Service within the terms of the Agreement.

3.3. THE ADVERTISER 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;

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 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 Advertisers or the Company about properties and characteristics of any subjects or objects;

3.3.4. upload, send, transmit or in any other way post and/or distribute content in the absence of rights to such actions under the law or any contractual relationship;

3.3.5. upload, send, transmit or in any other way post and/or distribute advertising information without legal grounds, spam (including search), lists of other people's email addresses, pyramid schemes, multilevel (network) marketing (MLM), as well as use the Service to participate in these events, or use the Service solely to redirect the audience to pages of other domains;

3.3.6. upload, send, transmit or in any other way post and/or distribute any materials containing viruses or other computer codes, files or programs designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs for unauthorized access, as well as serial numbers to commercial software products and programs for their generation, logins, passwords and other means for obtaining unauthorized access to paid resources on the Internet, as well as posting links to the above information;

3.3.7. unauthorized collection and storage of personal data of other persons;

3.3.9. to promote behavior aimed at violating the restrictions and prohibitions imposed by this Agreement;

3.3.10. make public statements about the relationship of the Advertiser with the Company without the prior written permission of the Company;

3.3.11. otherwise violate the norms of legislation, including the norms of international law.

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 Advertiser acknowledges and agrees that the Company is not obligated to view any kind of content posted and/or distributed through the Service, as well as that the Company has the right (but not the obligation) at its sole discretion, refuse to place and/or distribute content to the Advertiser or remove any content that is available through the Service. The advertiser understands and agrees that he must independently assess all risks associated with the use of content, including assessing the reliability, completeness or usefulness of this content.

4.3. 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.

4.4. 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.

4.6. The Company has the right, at its discretion, to refuse the Advertiser to post and/or distribute the content listed in clause 4.5., or to remove such content that is available through the Service, without explaining the reasons.

4.7. The lists of prohibited and restricted content (clause 4.5. of this Agreement, respectively) may be expanded in contracts for the provision of advertising services and other agreements with the Owners of Traffic Sources.

Requirements for Advertising campaigns

4.8. The Advertiser may purchase an Advertising placement service through the Service. The Advertiser's advertisements must fully comply with the terms of this Agreement.

4.9. All payments will be calculated based on the Service's database and statistics. The Company does not assert or guarantee that Advertisements placed by the Advertiser will receive any number of intended clicks/impressions/actions.

4.10. Advertisements must comply with the requirements of the legislation of the Contractor, the hosting state of the Traffic Source, as well as the requirements of the legislation of the states whose residents are the target audience of the Sites on which Advertisements are placed, as well as paragraphs 4.5., 4.16. of this Agreement.

4.11. The obligation to verify the compliance of Advertisements with the requirements of clauses 4.1.-4.5. of this Agreement lies with the Advertiser and the Traffic Source. The Company is not obliged to check the compliance of Advertisements with legal requirements, and is not responsible for any violations.

4.12. The Company is not responsible for persons who interact with the Advertiser's Ads, and is not responsible for fraudulent clicks or other illegal actions that affect the cost of displaying Advertisements.

4.13. The Contractor may block and prevent any Advertising from being shown through the Service at its sole discretion and without explanation. The advertiser has the right to contact the support service at og_support@offergate.pro in case of disagreement with such a refusal.

4.14. At the request of the Company, the Advertiser is obliged to provide additional necessary information within 48 hours to launch an Advertising Campaign and/or Advertising. If the necessary information/data is not provided, the Advertisement and/or Advertising Campaign may be blocked.

4.15. The Advertiser may cancel the order at any time through the Service, taking into account that the termination of the placement of the Advertisement may take up to 48 hours. The Advertiser is responsible for paying for such Advertising Materials.

4.16. If the Advertiser places Advertisements on behalf of a third party, he guarantees that he is an authorized representative of the owner of the advertising materials. The Advertiser is responsible for the placement of such Advertisements. The Company may request documents confirming the Advertiser's authority to place Advertisements in the interests of a third party. Such documents must be provided to the Contractor within 48 hours.

4.17. Advertisers-owners of offers from the showcase of offers are prohibited from changing the link to the advertised page of the Site and its content. If such a need arises, the Advertiser should contact the support service: og_support@offergate.pro or a personal manager.

4.18. In case of distribution of Advertising of goods / services that are subject to mandatory licensing / certification or obtaining other permission from the state authorities of the country of distribution of advertising materials, the Advertiser is obliged before the start of the Advertising campaign/to provide such a document by sending it to the support service by e-mail og_support@offergate.pro .

4.19. The Contractor reserves the right to determine the format in which Advertisements can be uploaded and the permissible size of files that can be uploaded. If the file size exceeds the allowed size or the file format does not meet the technical capabilities of the Service, the Advertiser will not be able to upload such files.

4.20. The Service may contain hyperlinks to other Sites on the Internet (Third-party Sites). These third parties and their content are not checked by the Company for compliance with certain requirements (reliability, completeness, legality, etc.). The Company is not responsible for any information, materials posted on third-party Websites that the User accesses using the Service, including for any opinions or statements, expressed on third-party Sites, advertising, etc., as well as for the availability of such Sites or content and the consequences of their use by the audience.

5. INTELLECTUAL PROPERTY RIGHTS

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

5.3. 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.

5.4. 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.

5.5. The Company does not acquire the rights to intellectual property objects contained in RIM, and does not grant licenses or assign 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 Advertiser pays the Contractor a fee for placing an Advertisement using the services of the Service, in the amount provided for, taking into account all factors affecting the assessment of the cost of placing a particular Advertisement. By accepting the terms of this Agreement, the Advertiser guarantees that it does not use the Service for the purpose of violating the legislation on money laundering and financing of terrorism. The advertiser can conclude a written agreement with the Company by requesting an agreement by e-mail og_support@offergate.pro or in the personal account. In such case, such agreement shall take precedence over this Agreement.

All billing statistics are based on the Service's reporting system. The Service is used on a monthly basis. For the purposes of this Agreement, a calendar month is considered a reporting period (the "Reporting Period").

6.2. The Advertiser must always and by all means constantly monitor the quality of the traffic that he receives through the Services offered by the Service, and report / inform the Service in writing about any low quality of traffic within 5 calendar days from the date of receipt of such low quality. The Advertiser understands and agrees that all low-quality traffic will be investigated by the Service, and that only the Service, at its sole discretion, will decide / determine whether such traffic is really low-quality or not, if there is sufficient evidence.

6.3. If the Advertiser believes that there is a discrepancy in the reporting system of the Service (statistics) for the reporting period, the Advertiser must provide the Service with a reasonable report on such discrepancy within three 3 calendar days from the date of receipt of the Service server reports for the corresponding reporting period. Otherwise, the Service is not responsible for such a discrepancy, the services are considered rendered and will be calculated based on the reporting system of the Service. If the parties cannot come to an agreement regarding the differences, then the reporting system of the Service shall prevail.

6.4. The advertiser agrees to pay in full the cost of services rendered after a 30-day period from the end of the reporting period. However, a different payment term may be set for each specific Advertiser Service, including the prepayment procedure (advance payment) may be agreed upon.

6.5. The service provides the ability to make payments using payment service providers. The advertiser has the right to choose any available payment service provider. You agree that the Service is not responsible for any actions taken by the payment service provider, including, without limitation, any additional commissions or foreign exchange charges. The service reserves the right to choose sources (services, sites) for currency conversion.

6.6. The advertiser is responsible for paying all applicable taxes associated with the provision of advertising services.

7. REPRESENTATIONS AND GUARANTEES. A RESPONSIBILITY

7.1. Advertiser 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 purposes of the Advertiser.

7.2. The Company does not warrant that:

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 Advertiser's expectations.

7.3. In the event that the Company discovers the fact of fraud, or another violation of this Agreement, as well as the implementation of fraudulent actions aimed at deceiving the Company to increase earnings through the Service, the Company has the right, at its sole discretion, to block the Advertising Campaign/Advertising and/or the Advertiser's Account without warning. The Advertiser loses the right to a refund of the Advance Payment. The Company has the right to write off funds from the balance of the Advertiser in his Account as a one-time penalty for violation of the terms of this Agreement. Funds are debited immediately after the Account is blocked. Claims and objections of the Advertiser 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 the Advertising Campaign/Advertising.

7.4. If any fraud attempts are detected or there is a suspicion of fraudulent transactions when working with the Site <https://offergate.pro/>, which are associated with the online deposit of Advance Funds by the Advertiser, the Company reserves the right to block the Advertiser's Account at any time and request the Advertiser's documents necessary to clarify the circumstances. If the fact of fraud is established, the Company has the right to write off funds from the Advertiser's Personal Account 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.

7.5. The Advertiser is solely responsible in case of placement of an Advertisement that contradicts the legislation of the Contractor or the legislation of the country of residence of the target Audience of the Site where such Advertisement is placed.

7.6. The owner of the Traffic Source is solely responsible in case of placement on the Website connected to it of an Advertisement that violates the relevant legislation.

7.7. The Company shall not be liable for any types of losses resulting from the use by the Advertiser of the Service or individual parts/functions.

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

7.9. 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 DECENCY ACT (CDA) (USA).

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

7.11. The Advertiser guarantees that it and any of its subsidiaries or controlled entities, directors, officers, agents, employees or affiliate of the Advertiser, to the knowledge of the Advertiser, 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 Advertiser, its subsidiaries or controlled entities, directors, officers, agents, employees or affiliate of the Advertiser 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 Advertiser and its related parties.

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

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. PRIVACY AND INFORMATION PROTECTION

8.1. 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.

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

8.3. 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.

9. Assignment, Governing Law and Jurisdiction. Force Majeure

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.

9.2. 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.

9.3. 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 Advertiser. Nothing in this paragraph limits the right of the Service to bring legal action against the Advertiser in any other court of competent jurisdiction.

9.4. 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.

10. Cancellation, suspension, termination

10.1. 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. reason with prior notice to the Advertiser.

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

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

11. Final provisions

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

11.2. 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.

11.3. The advertiser 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.

11.4. Inaction on the part of the Company in the event of any violation on the part of the Advertiser 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.

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

This Agreement was updated on 20/12/2022