

Public partnership agreement for advertisers

The present Agreement is made between Geohot Service LTD/Urban Soft PC (hereinafter referred to as “Company/We/Us”) and the Advertiser (hereinafter referred to as Advertiser /You/ Yours).

Company provides for use and operates an Affiliate Network/Terraleads Network on the www.terraleads.com domain. The participants of the Affiliate Network are Publishers, Advertisers, and Company.

Advertiser means each entity or individual with which Company contract for the placement Ads on Publisher’s websites using Terraleads Network. To participate in the Affiliate Network, the Advertiser agrees to unconditionally abide by these Terms.

Please read this Terms carefully before using the Service. By accessing or using the Service, you agree that you have read, understood, and agree to be bound by this Terms, and to the collection and use of your information as set forth in our Privacy Policy, whether or not you are a registered user of our Service. This Terms applies to all Customers, visitors, users.

1. GENERAL PROVISIONS

1.1. To participate in the Affiliate Network, the Advertiser submits a registration form on the registration page of the www.terraleads.com domain.

1.2. Registration is available to persons who have reached the age of 18.

1.3. If these terms are met, the Advertiser receives a confirmation letter to the e-mail address specified by him/her upon registration. Further, the participant must complete the registration process in order to be able to work in the Affiliate Network.

1.4. Company reserves the right to deny the Advertiser to participate in the Affiliate Network with no reasons given.

1.5. After completion of the registration process and activation of the account, the Advertiser may use the services of the Affiliate Network. The Advertiser may change the data provided upon registration in his/her personal account. The exception is his/her login.

1.6. These Terms shall prevail over any terms provided by the Advertisers.

2. ADVERTISER REQUIREMENTS

2.1. Advertiser acknowledges and agrees to provide Ads materials that are in compliant with all applicable law in order to use Terraleads Network Services.

2.2. Upon using Services Advertiser shall not:

- promote content that is illegal, harmful, slanderous, unethical, promotes hatred and/or racial, ethnic, sexual, religious or social discrimination or is insulting to any persons and/or organizations;
- provide Ads that are violate third party rights including underage people and/or cause harm in any way;
- download, send, transmit or otherwise post and/or distribute any materials containing viruses or other computer codes, files or programs designed to breach, destroy or limit the operation of any computer or telecommunication equipment or software, for unauthorized access as well as serial numbers to commercial software and generation programs, logins, passwords and other means to receive authorized access to fee-based online resources, or post links to such information;
- infringe the intellectual property rights, rights of privacy or any other rights whatsoever of any third party;

- provide Ads, that promote drugs, or any related paraphernalia, weapons and other prohibited goods or services.

2.3. The following contents are absolutely not allowed for any type of advertising:

- Any sexual-related content with actors which are under 18 years old or looks like under 18 years old;
- Any type of misleading;
- Pages that automatically play audio;
- Pages that automatically download any files;
- Malware, scareware, ransomware and phishing technics and creatives;
- Blackjacking technics;
- Promoting of alcohol, tobacco or drugs in countries, where this type of ads is forbidden by law;
- Annoying flashing, flickering, shaking or blinking of advertising materials or elements on the landing page;
- Advertising materials and landing pages which use content that infringes on trademark or copyright laws including the use of the images of famous people, brand logos or well-known brand colors;
- Imitation of publisher's websites styles and interfaces;
- Materials with following acts and figures: abuse, rape, blood, extreme violence, bestiality, urination, scatophilia, incest, torture;
- Any type of promoting goods, services or content that forbidden by local law of user's jurisdiction.

2.4. The list of prohibited Ads, provided above, are not limited not. Company reserve right to reject any Ads on their sole discretion if such Ads violate applicable laws, this Terms of Use, or violate or may violate rights of third party.

2.5. Advertiser acknowledges and agrees that the one is responsible for all provided Advertisement, which is provide to be placed on Publisher's website.

3. PAYMENTS

3.1. In order to start using Terraleads Network Services Advertiser shall make a deposit of funds to its Advertiser account in advance. The minimum payment amount for Advertisers shall be not less than 1000 USD.

3.2. Company provides the ability to perform payments by using payment service providers. Advertiser shall have the right to select any payment service provider available. You agree that Company is not responsible for any actions applied by the payment service provider including but not limited to any additional transaction fees, banking commissions or currency fees applied to your transaction.

4. LIMITATION OF LIABILITY

4.1. Company will not be held liable for the content of websites of third-parties, nor shall it be liable for any damages or other failures resulting from any defects of the participants' software or hardware or their incompatibility with the Terraleads system; Company will also not be liable for damages resulting from the fact that the Internet was not available or malfunctioning.

4.2. Apart from that, Company will be held liable only under the following circumstances, regardless of the legal grounds:

- a) If one of its legal representatives or executives or other vicarious agents has acted intentionally or grossly negligently;
- b) In the event of any culpable breach of an essential contractual duty of delayed performance or the impossibility of performance, in each case based on the respective merits. The expression "essential contractual duty" describes a duty in the abstract, the fulfillment of which is an essential pre-requisite for the due implementation of the agreement, and that is a duty on whose fulfillment the respective other party can rely as a general rule.

4.3. Company shall not be liable for any damage or interference caused by the content of third party web pages, software errors or hardware of participants of the Affiliate Network, or for damage caused by insufficient availability or the limited functionality of the Internet.

4.4. Should a third party pursue any claim, lawsuit or demand as a result of you using our services, violating our Affiliate Agreement, you violating any of their rights or any other act or omission by you; you hereby agree and accept the responsibility to defend and hold us and our affiliates harmless.

4.5. Should the use of the website, or information provided on the website, be connected in any way to any direct, indirect, punitive, incidental, special or consequential damages, we accept no responsibility and will not be held liable.

4.6. Should the use of, or the inability to use, the website or any of its materials result in any actions or decisions, we accept no responsibility and will not be held liable for any connected damages.

4.7. We accept no responsibility for the transmissions, content or links of any other website that is linked on our website.

4.8. Should our Affiliate Program be used unethically, inappropriately, illegally or in any other wrongful manner, our affiliates, partners and ourselves will accept no responsibility and will not be held liable. All responsibility for disciplinary or legal consequences or action is yours and only yours.

4.9. Malfunctions of any Internet service provider or mail provider that result in delays or technical difficulties are not our responsibility and we will not be held liable.

5. NO WARRANTY

THE SERVICE, INCLUDING ALL CONTENT, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE, OUR AFFILIATES, AND OUR LICENSORS DO NOT WARRANT THAT THE CONTENT ON THE SERVICE IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA, INCLUDING USER CONTENT, THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OUR SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

6. CONFIDENTIALITY

6.1. Each party agrees that it will not disclose any Confidential Information of the other party to any third-party, and that it will not use Confidential Information for any purpose not permitted under this Terms of Use. Each party will protect the Confidential Information of the other party in the same manner that it protects its own confidential and proprietary information, but in no event shall such protection be less than a reasonable standard of care.

6.2. The Parties agree that if disclosure is made to their professional advisors, auditors or bankers this shall be done subject to each Party procuring each such recipient's agreement to keep such information confidential to the same extent as if such recipient were Party to this agreement.

6.3. The foregoing obligations shall not apply to the extent Confidential Information of a disclosing party: (a) must be disclosed by the receiving party to comply with any requirement of law or order of a court or administrative body including any applicable stock exchange (provided that each party agrees to the extent legally permissible to notify the other party upon the issuance of any such order, and to cooperate in its efforts to convince the court or administrative body to restrict disclosure); or (b) is known to or in the possession of the receiving party prior to the disclosure of such Confidential Information by the disclosing party, as evidenced by the receiving party's written records; or (c) is known or generally available to the public through no act or omission of the receiving party; or (d) is made available free of any legal restriction to the receiving party by a third party; or (e) is independently developed by the receiving party without use of any Confidential Information.

6.4. The provisions of Article 8 are valid for 5 years from the termination of this Agreement.

7. TERMINATION OF THE AGREEMENT

7.1. Both parties have the right to withdraw from the Terms at any time. Should either of the parties exercise its own right of withdrawal, it will inform the other via e-mail.

7.2. Company may terminate the Service or partial account blocking or Full account lockout with all means, suspending or completely stopping the existing site without prior notice or liability, for any reason or for no reason, including without limitation, if you breach any of the terms or conditions of this Terms. Also, any communication with the account owner may be terminated at the discretion of the administration in cases of disrespect, use of threats or profanity in dialogues with Support: in the ticket system, e-mail, skype or any other method of communication.

7.3. Advertiser may terminate the agreement by using the "delete account" link in the Terraleads Interface.

7.4. Upon termination of your account, your right to use the Service will immediately cease.

7.5. All provisions of this Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

8. FINAL PROVISIONS

8.1. Company reserves the right to change the provisions of these Rules without justification and at any time. Notification of changes can be sent by e-mail two weeks before their entry into force. Advertiser shall be solely liable for regular familiarization with these Rules.

8.2. The rights and duties under the present agreement may only be transferred with the prior written consent of Company.

8.3. Should any individual provision of these General Business Terms and Conditions be of no effect, as a whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision will be deemed replaced by that provision that is legally effective and comes closest, in the usual understanding, to the economic intent and purpose of the invalid provision. The same applies to any unintentional omission.

8.4. Advertiser shall immediately notify Company of the commencement or threatened commencement of any action, suit or proceeding, or of the issuance or threatened issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality involving Advertiser or its activities under this Agreement or which may affect Partner's ability to perform its obligations hereunder.

8.5. To the maximum extent permitted by law, these Terms as well as any claim, cause of action, or dispute that may arise between you and us, are governed by the laws of the Great Britain without regard to conflict of law provisions.

8.6. To use the services of the Terraleads Network, it is required to use certain technical means and software packages, telecommunication networks and services of third-party organizations. Company shall not be liable for the resulting costs, possible damages, and interference.

GEOHOT SERVICE LTD

Company number 12481546

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