

## **Public partnership agreement for publishers**

The present Agreement is made between The Main Company (hereinafter referred to as “Company/We/Us/ Our”) and the Publisher (hereinafter referred to as Publisher/You/ Yours).

Company provides for use and operates an Affiliate Network/Terraleads Network on the [www.terraleads.com](http://www.terraleads.com) domain. The participants of the Affiliate Network are Advertisers, Publishers, and Company. Publishers are individuals or legal entities that provide space for advertisements on their Ad Spaces. To participate in the Affiliate Network, the Publisher agrees to unconditionally abide by these Terms.

Please read these 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 these 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 Publisher submits a registration form on the registration page of the [www.terraleads.com](http://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 Publisher 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 Publisher to participate in the Affiliate Network with no reasons given.

1.5. After completion of the registration process and activation of the account, the Publisher may use the services of the Affiliate Network. The Publisher 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 Publishers.

### **2. Participation in Partner Programs**

2.1. All Ad Spaces that comply with applicable laws and regulations of this Public Agreement, Privacy Policy and have been approved by Company moderators are allowed to participate in the Affiliate Network.

2.2. Publishers participate in the partner programs and incorporate the Advertisers' Ad Media into their Advertising Space. When a user arrives at the Advertiser's website through an Ad Creative placed on the Publisher's Ad Space and makes there a Deal that ends with payment, the Publisher's advertisement shall be considered successful and the Publisher shall receive a pre-agreed reward. A “Deal” means an action that gives the Publisher the right to receive the reward. These can be actions such as buying goods, ordering and/or purchasing services, registering, subscribing to newsletters, etc. The essence of the Deal paid in the form of a reward by the Advertiser shall be specifically defined in the description of each program. A combination of several types of Deals is also possible.

2.3. In submitting their application for a partner program, Publishers accept any additional conditions for participation, which are displayed in the context of each program. These conditions will become an integral part of this contract.

2.3. Advertising spaces shall be excluded at once if they force the visitors to complete transactions such as forced clicks, forced sending of paid text messages, and other similar methods. Advertising spaces in the development stage and that buy traffic in active advertising systems, buxes, and other similar systems are also prohibited. Company reserves the right to request data on the source of traffic

and demand access to the statistics of an advertising space. In this case, the publisher shall submit the requested data within fourteen (14) days, otherwise

2.4. Only the Advertiser shall make the decision to admit the Publisher to the partnership. The Publisher does not have a legal basis for obtaining such an admission if the opposite decision was made.

2.5. Company shall have the right to request from the Publisher documents and data necessary to confirm the validity of information about the Publisher. By accepting these Terms, the Publisher agrees that s/he will, consciously and with unequivocal consent, provide data to the Company. The Publisher's refusal to provide data is considered as a refusal to participate in the Affiliate Network. 2.6. Company reserves the right to cease advertisement broadcasting on the partner site and/or take additional measures to protect the interests of the Advertiser advertising in the Publisher's space.

### **3. Publisher 's Responsibilities**

3.1. Publisher acknowledges and agrees that strict compliance with Publisher's obligations set forth in this Agreement and with the directions of Company is a necessary precondition to payment of commissions to Publisher under this Agreement.

3.2. The Publisher undertakes to strictly store his/her data (login and password) for access to the Affiliate Network and not allow the transfer thereof to third parties. The Publisher is solely responsible for the safety of the login and password.

3.3. When using Ad Creatives on the Ad Space, the Publisher undertakes not to violate the rights of the third rights holders to the trademark, brand, personal rights and other rights without the permission of the rights holders in accordance with the current legislation. The Publisher agrees not to use on his/her Ad Space the content that violates applicable laws or leads to pages that violate applicable laws. When emailing promotional materials containing the Advertisers' Ad Creatives, the Publisher is prohibited from using spam. To send promotional materials by email the Publisher must obtain the consent of each recipient and provide Company with the relevant evidence upon request.

3.4. The Publisher agrees not to take any action that affects the operation of the Terraleads Network. Such actions include the attempts to technically influence the efficiency of the servers of the Affiliate Network, the attempts to hack the security mechanisms, to use viruses, trojans, and other malicious programs for any purpose. This shall also include brute force attacks, DoS (DDoS) attacks, spam, the use of links and any other processes that may damage the operation of the Affiliate Network.

3.5. The Publisher may have only one account. One account per one individual or one account per one legal entity may be created. If an individual performs official duties on the staff or for a legal entity that has an account in the Terraleads Network, then it is prohibited for him/her to create a personal account as an individual to perform his/her official duties for the legal entity.

3.6. The Publisher undertakes to thoroughly study and execute the Programs Terms and refer to them during the entire period of placement of the Ad Creatives. The Publisher agrees that if s/he fails to perform this duty, his/her access to the relevant program may be suspended. In case Company or the Advertiser suffer losses caused by the publisher's violation of the Program Terms, the relevant amount will be deducted from the Publisher's account. In the absence of funds on the Publisher's account, the Publisher undertakes to reimburse such losses at the request of Company within 10 days.

3.7. Publisher agrees that the content of Publisher's Website shall be appropriate and legal, and shall not contain:

- infringe the intellectual property rights, rights of privacy or any other rights whatsoever of any third party;
- malware, 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;
- materials that promote violence, racial, national, political, religious intolerance, or advocacy against any individual, group, or organization. The call for change the political system of a sovereign state, participation in terrorist organizations;
- materials, that promote drugs, or any related paraphernalia, weapons and other prohibited and

illegal goods or services, etc.

3.8. The Publisher hereby undertakes to refrain from attacks of any kind on the Terra Leads Network. Attacks are, without limitation, defined in particular as attempts made to overcome or circumvent the security mechanisms of the Terraleads Network or to otherwise incapacitate them, using computer programs enabling automatic data readouts, as well as using and/or circulating viruses, worms, Trojans, brute force attacks, spam or using other links, programs or procedures that are suited to damage the Terraleads Network or individual participants in the Terraleads Network.

3.9. Publisher acknowledges and agrees that it is solely responsible for all published advertising materials which will be used during the advertisement campaign and must be approved by the advertiser before publication.

#### **4. Commission**

4.1. The Publisher shall receive a reward from Company, which directly depends on the success of his/her advertising campaigns.

4.2. The amount of the Commissions in each individual case, and the type of business transactions entitled to the payment of Commissions, shall depend on the respective Advertiser's partner program. The Advertiser may modify the conditions of the partner program or terminate the entire program with effect for the future. Publishers shall not demand a program being operated at all or at certain conditions. Applying to participate in the program, you acknowledge that you agree with the applicable rates.

4.3. Company, at its sole discretion, may change the partner commission plan or eligible Services. 4.4. Except for the established remuneration due, the Publisher is not entitled to compensation of any costs related to the use of third party services or software that is not provided by the TerraLeads partner network even if these costs are related to its advertising activity within the Terraleads Network.

4.5. The entitlement to payment of the Commissions is constituted by the following premises:

- A business transaction between a customer and an Advertiser has been effected via the Advertising Space;
- The business transaction has been tracked by Company;
- The transaction has been approved by the Advertiser and has been confirmed by Company;
- Company only provides remuneration based on requests that were duly submitted by the established payment deadline.

4.6. Company maintains an internal settlement account for any publisher where it records all remuneration operations. The minimum amount of remuneration provided is \$50. When this minimum amount has accumulated on the account, the Publisher may apply to receive the payment on its Dashboard, and Company will transfer the amount to the account predefined by the Publisher. If the Publisher does not apply for payment, the remuneration accumulates on its account and may be withdrawn on any other payment date.

4.7. Regardless of the payment date, no interest is awarded on the amount of remuneration on the Publisher's account in the Terraleads Network.

4.8. Except for the agreed reward, the Publisher is not entitled to reimbursement of costs incurred for the bank transfer, for the use of third-party services or programs that are not provided by the Terraleads Network, even if these costs are related to his/her advertising activities within the Terraleads Network.

4.9. The Publisher is notified and agreed that Company has the right to pay the Publisher a reward only after the Advertiser wires a payment for the provided services to the Company settlement account.

4.10. The Publisher undertakes the full responsibility for provided payment information and confirms that it is true, complete and accurate. All payments will be made with the use of this payment information. Company is not obligated to take steps to verify the accuracy of payment information provided by the Publisher.

4.11. The Publisher will immediately repay any amounts paid to the Publisher in error, or other

than in accordance with the Publisher's rights under this Agreement.

## **5. Misuse**

5.1. Any form of misuse, i.e. procuring business transactions by unfair methods or inadmissible means that violate applicable law, these General Business Terms and Conditions for Publishers or the principle of the Terraleads Network, is prohibited.

5.2. In particular, Publishers are prohibited from attempting to obtain Commissions by procuring business transactions themselves or through a third person using the Ad Media, tracking links and/or other technical aids provided to them in the context of the Terraleads Network using one or several of the following methods:

- a) Fraudulently pretending or faking business transactions, for example by entering third party data without authorization, or by providing false or non-existing data when ordering goods or registering online;
- b) Using advertising methods that make it possible to register a paid activity but force the visitor to perform such actions by means of deception, blackmail, and any other actions infringing the freedom of choice of the visitors;
- c) Using data of an advertiser or a third party protected by a registered trademark, copyright, and other legally registered proprietor rights in any type of advertising without the written permission of these rights holders. Company reserves the right to demand such written permission to be presented within five (5) calendar days;
- d) Using advertising materials, including the brand, of one advertiser to promote the site of another advertiser;
- e) Using any technologies or types of cookie stuffing (cookie dropping). Use of scripts adding cookies to the sites that have not been visited or viewed by the User is prohibited. It is prohibited to delete, rearrange, and replace the User's cookies with any other cookies, which do not belong to the sites viewed by the User, including cookie replacement with the help of popups, iframes, and inserting a third party page address as a picture on the existing site;
- f) It is prohibited to register and/or use domains similar to advertisers' domains for promotion.

## **6. Limitation of Liability**

6.1. 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.

6.2. 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 prerequisite 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.

6.3. 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.

6.4. 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.

6.5. 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.

6.6. 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.

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

6.8. 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.

6.9. 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.

## **7. 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.

## **8. CONFIDENTIALITY**

8.1. 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.

8.2. 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.

8.3. 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.

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

## **9. TERMINATION OF THE AGREEMENT**

9.1. 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.

9.2. 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 these 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.

9.3. Publishers may terminate the agreement by using the "delete account" link in the Terraleads Interface.

9.4. Upon termination of your account, your right to use the Service will immediately cease. 9.5. All provisions of these Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **10. FINAL PROVISIONS**

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

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

10.3. 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.

10.4. Publisher 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 Publisher or its activities under this Agreement or which may affect Partner's ability to perform its obligations hereunder.

10.5. 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 Great Britain without regard to conflict of law provisions.

10.6. 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.

