

Affiliate Program Agreement

1. Parties hereto

1.1. The Affiliate Agreement is concluded between SuoChat Ltd Company, the legal entity, registered at the address: 41 Devonshire Street, Ground Floor, _____, United Kingdom, _____, and acting on the behalf of and in the interest of the services of Serpstat, and an individual or legal entity (except for stateless persons and individuals, who has not reached the age of 18 years) (hereinafter referred to as "the Affiliate"), together to be referred to as "the Parties" and each respectively to be referred to as "the Party", entered into this Agreement (hereinafter referred to as "the Agreement") as follows:

1.2. The Agreement comes into effect immediately upon its reading by the Parties, as well as after being signed by the Parties, or after clicking "Accept" button.

THE OBLIGATORY CONDITION IS YOUR ACCEPTANCE AND AGREEMENT WITH THIS CONDITION. TAKING PART IN THIS AFFILIATE PROGRAM OF THE COMPANY, YOU (THE PARTY) DEMONSTRATE YOUR ACCEPTANCE AND AGREEMENT WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT. IF THIS AGREEMENT IS NOT QUITE ACCEPTABLE TO YOU (THE PARTY), YOU (THE PARTY) SHALL IMMEDIATELY CEASE TO USE THIS AFFILIATE PROGRAM.

2. Terminology

2.1. Customer shall be a legal entity or individual person, who on the basis of particular agreements with the Company purchased a product or service.

2.2. Affiliate shall be an individual person or legal entity, registered at Serpstat.com service and using referral link, having rights and obligations, in accordance with this Agreement and other agreements between him and Company.

2.3. Affiliate Program shall be a complex of program and marketing components due to which the fixation of the realized product or service rendered and further payment of rewards to the Affiliate is carried out.

3. General Provisions

3.1. Under this Agreement the Affiliate in his own name, at own expense, but in the interest of the Company shall perform actions, aimed at the customer searching and acquisition for the further services rendering by the Company, and the Company shall be obliged to pay the Affiliate a reward in the amount and in accordance with the procedure specified in this Agreement.

3.2. The Affiliate shall not be an owner and/or service provider, but only shall perform the mediation function of agent between the Company, the service provider, and Customers.

3.3. This Agreement under no circumstances shall represent joint venture and/or

relationship between the employer and employee. Affiliate can perform activity and represent itself in the relations with the third parties only as the Affiliate of the Company and in no circumstances as someone else.

3.4. Participation of the Affiliate in the Affiliate Program shall be free of charge.

3.5. The Company shall develop constantly and improve the Services of its Affiliate Program. In this context, the Company shall reserve a right completely or partially to cease rendering one of the services, if it is required because of the preventive measures, improvement of the service functions, or change of the rendered service.

4. The Rights and Obligations of the Parties

4.1. The Obligations of the Affiliate:

4.1.1. The Affiliate shall be obliged to ensure the compliance of the business being conducted with the legislation of the country of residence.

4.1.2. In the case, if the third parties file claims to the Company related to the Affiliate's activity, the Affiliate shall be obliged to settle all claims of such parties on its own.

4.1.3. The Affiliate shall be obliged to keep strictly own data (login and password) for the access to the personal account and to create required conditions to protect this information.

4.1.4. In the case of finding situations or people, violating lawful rights, or carrying out business in order to do harm to the interests of the Company, the Affiliate shall immediately notify the Company thereof and provide possible assistance to protect the Company.

4.1.5. The Affiliate cannot be a customer acquired by the Affiliate as well as its close relatives. The Company shall have a right not to pay the Affiliate a number of of the reward payable in the case of violation of this clause.

4.1.6. Source: The Affiliate shall be obliged not to take any actions, having effect on the work of the Affiliate Program. Such actions shall be understood to mean efforts to have a technical effect on the working capacity of Serpstat.com servers of the Company, the efforts to crack defense mechanisms, to use software viruses, Trojan horse, other malicious programs for any own purposes whatsoever. To use brute force attacks, DoS (DdoS) attacks, unsolicited promotional emails, links, and any other processes.

4.1.7. Source: The Affiliate shall be obliged to act in good faith and exclusively in the interests of the Company, and shall not violate the obligations imposed on him by this Agreement under any circumstances.

4.2. The Affiliate shall have a right:

4.2.1. To search for Customers, complying with the requirements of the Company, to determine the interest of the Customer in the services of the Company, to inform the Company on the obtained data.

4.2.2. To inform potential Customers of the scope of activity and services of the Company;

4.2.3. To introduce the official Web-site of the Company to the Customers by giving the referral links.

4.2.4. To promote the level of trust increase of the potential Customers and other people to the Company and its services.

4.2.5. To obtain a reward from the Company in accordance with the conditions of

this Agreement. The currency of the Affiliate's accruals shall be US dollar (USD).

4.2.6. The Affiliate shall have other rights, provided by the provisions of this Agreement and the applicable legislation of the country of registration of the Company.

4.2.7. The Affiliate shall have a right to have only one account. One account shall belong to one individual person or one account shall belong to one legal entity. If an individual person performs official duties on the staff or for the legal entity, who has an account in the Affiliate Program, he will be prohibited by this Agreement to create personal account of individual person to perform own official duties for this legal entity.

4.3. The Affiliate shall be prohibited:

4.3.1. To perform activity, which conflicts with the legislation of the country of your residence, as well as with the legislation of Ukraine.

4.3.2. To use a referral link in paid-for advertisements or advertisements for any other kinds of reward.

4.3.3. To use "self-reference", in other words, to pay for own account by own referral link, or to create several accounts, affiliating secondary account(-s) with the primary one, with the primary objective to obtain recovery of expenses. You also have no right to make a payment by referral link from the same IP address (the "same IP address" means a situation in which two or more users have ever used Serpstat from the same IP address). In this case, bonuses will not be accrued.

4.3.4. To send out the affiliate link by means of unsolicited promotional email (including spam delivery, publication of spam on the forums and communities etc.).

4.3.5. To place the referral link on coupon site/ deal site aggregator and/or any other sites/services, the main activity of which is the spreading of discounts, coupons, promotional codes, etc.

4.3.6. To use and show irrelevant, nonobjective, and wrong information, referring to or mentioning the service of Serpstat. This includes true data on the urgent marketing proposals (campaigns, offers). The irrelevant or false data can be a basis to suspend the cooperation with the Affiliate.

4.3.7. To perform actions, which can do harm to the existing image of the service of Serpstat, reduce the level of trust to the services of Serpstat service, or misinform potential Customers regarding the activity of the Company.

4.3.8. To perform actions, which can cause occurrence of any obligations of the Company to the third parties, not being Customers of the Company.

4.3.9. The Affiliate shall have no right to place advertising on the Web-sites, which contain information, violating human rights, promoting violence, racial discrimination, drugs, slave trading, containing materials with sexual content.

4.4. The Company shall be obliged:

4.4.1. In due time to pay a reward to the Affiliate, provided by the conditions of this Agreement.

4.4.2. To provide the Affiliate with the instructions and recommendations related to the performance of obligations, being the subject of this Agreement.

4.4.3. To perform other obligations, stipulated by this Agreement.

4.5. The Company shall have a right:

4.5.1. To control the activity of the Affiliate with regard to the performance of its affiliate functions, stipulated by this Agreement.

4.5.2. The Company shall have a right to terminate this Agreement unilaterally, in the case of violation or failure to perform the conditions of this Agreement by the Affiliate, as well as in the cases as follows:

- Application of a kind of advertisement, which makes possible the registration of the paid action, but make a visitor to do these actions by means of fraud, extortion attempt, or any other actions, violating freedom of choice;
- Actions of the Affiliate, having a negative impact on the business image and goodwill of the Company;

4.5.3. In the case of violation of the conditions of this Agreement by the Affiliate, to block an account of the Affiliate with the full amount of reward earned.

4.5.4. The Company shall have other rights, provided by the provisions of this Agreement and the applicable legislation.

5. Determination of Incomes and Mutual Settlements of the Parties

5.1. For the performance of orders under this Agreement the Company shall pay a reward to the Affiliate, the amount of which shall be determined in this Agreement.

5.2. The Affiliate shall receive a reward from the Company, which directly depends on the success of the actions and advertising campaigns.

5.3. Except for the agreed amount of reward payable to him, the Affiliate shall have no right to the reimbursement of expenses, it has incurred for the use of third-party services, programs, or services, even if these expenses were associated with his advertising activities as a part of the Affiliate Program.

5.4. A right to receive a reward shall be exercised, only when the complex of the following conditions is performed:

- As a result of the advertising activity of the Affiliate a success deal was made between the Company and a Customer brought to it.
- A deal was brought to the complete financial settlement with the Company and confirmed by the Affiliate Program software;
- The Affiliate did not violate the conditions of this Agreement

5.5. Reward shall be paid out, using the banking details of the Affiliate given in advance, by transferring amounts to PayPal or WebMoney (WMZ) electronic wallets of the Affiliate within the time limits prescribed by this Agreement, after the confirmation by the Company of the reward calculation.

5.6. Payments related to the referral link of the Affiliate shall be made during all the time of activity of the Customer acquired. Each payment during all time, when the Customer uses Serpstat service, will bring the Affiliate a reward in the relevant amount.

5.7. The calculation and payment of reward shall be carried out every 15 days.

5.8. If the Affiliate does not withdraw bonuses earned due to the referral link to its account, he will have a right to pay for the pricing plan of Serpstat by these

bonuses.

5.9. The payment shall be considered to be made, and the obligations of the Company related to the payment of reward to the Affiliate to be performed after debiting (the amount of reward) from the current account of the Company.

5.10. There shall be no interests accrued to the amount of reward on the account of the Affiliate in the Affiliate Program, regardless of the payout period.

5.11. The payment shall be made only in US dollars. The currency exchange is impossible within the system.

6. Amount of the Affiliate Reward

6.1. The Company shall pay the Affiliate a reward in the amount of:

- 10% from the 1st (the first) to the 6th (the sixth) first payment inclusively;
- 20% from the 7th (the seventh) to the 20th (the twentieth) first payment inclusively;
- 30% from the 21st (the twenty-first) first payment and more

6.2. In case when user gets no first payments during 365 days, his commission rate is downgraded (for example, from 10% to 5%). In case when the commission rate was minimal, and there were no first payments, commission rate downgrades to 0. But as soon as the first payment is made, the commission rate returns to its initial level.

7. Confidentiality

7.1. The Rules of Confidentiality of Serpstat Affiliate Program do not conflict with and completely correspond to Serpstat Privacy Policy.

8. Responsibility and Responsibility Restriction

8.1. The Company shall not be responsible for loss and hazards, caused by the content of the Web-sites of the third parties, mistakes in the software or technical means of the participants of the Affiliate Program, as well as for harm, caused by insufficient access or limited functionality of the Internet network.

8.2. As for the rest, the Company shall be responsible for:

8.2.1. The intended actions or grievous dereliction of duty of its legal representatives or leading officials;

8.2.2. In the case of violation of essential obligations of the Agreement, which make it possible to perform this Agreement and on the performance of which the other Party confidently constantly relies.

8.3. Financial responsibility shall be limited to the compensation of actual damage, which will be determined by the participants or by the court decision.

9. Period of Validity of this Agreement

9.1. This Agreement shall be concluded for indefinite period. The Affiliate can terminate this Agreement, having deactivated account, having written a letter to the support engineers.

9.2. If the Affiliate has an amount of reward unpaid on the account, it will be paid out to the account previously mentioned in the personal account in the next period of payment.

9.3. All deals completed prior to the termination of the Agreement will be processed according to the normal procedure.

10. Final Provisions

10.1. The Company shall reserve a right to change less important provisions of this Agreement no reason given and at any time, if these changes do not influence the general provisions of this Agreement. Notification of the changes shall be sent via e-mail at least 5 (five) days prior to the coming into effect.

10.2. If the Affiliate has nothing against the changes in writing during 5 (five) days from the date of their delivery to its e-mail, the changes will come into force for him.

10.3. If the Affiliate contradicts against the changes, then this Agreement will be deemed to be terminated.

10.4. In case, if the Parties cannot settle the disputes and/or conflicts between them by means of negotiations, such disputes will be settled in the International Commercial Court of Arbitration affiliated with the Chamber of Commerce and Industry of Ukraine.

10.4. If individual provisions of this Agreement completely or partially are null and void, the validity of the other provisions will remain in force. The provisions, which became invalid, shall be deemed to be replaced with another one, the closest in meaning and designation. This shall be true for potential omitted provisions of this Agreement.

10.5. This Agreement can be terminated on the initiative of the Company unilaterally, in a case of violation by the Affiliate of the obligations, mentioned in this Agreement. The Agreement shall be deemed to be terminated according to the circumstances, mentioned in this clause, upon the expiration of 24 hours after the sending e-mail with the notice of termination to the e-mail account of the Affiliate, the fact of receipt and reading by the Affiliate of the notice of termination of the Agreement in this case is of no importance.