

Referral Agreement

(«Agreement»)

This Referral Agreement (hereinafter "Agreement") is made by and between "SuoChat"* (hereinafter "Company") and the user (whether an individual or a legal entity or individual entrepreneur or self-employed person (other than stateless persons and individuals under the age of 18)) (hereinafter "Referral Partner"). Company and Referral Partner are each referred to herein as a "Party" and, collectively, as the "Parties".

The Agreement takes effect immediately upon putting a checkmark ("tick") in the field (checkbox): "By clicking the Become a Partner button below, I hereby agree to and accept the following terms and conditions of the SuoChat referral program" and is valid until the Parties have fully performed their obligations.

1. Definitions

1.1. **"Referral Partner"** is a user who has registered on the www.suo.chat (website (hereinafter referred to as the "Company website"), gained access to the Personal Account, and, using its functionality, has expressed their intent to become a member of the referral program by going to the "Referral Program" section, signing the Agreement and receiving an individual referral link. A user who has signed another type of Referral Agreement with the Company obtained the status of "Partner" and works with the Company under the agency program cannot become the Referral Partner.

1.2. **"Referral"** is a legal entity or an individual who, by clicking the Referral Link of the Referral Partner, becomes a client of the Company and, on the basis of certain agreements with the Company, makes a purchase of the Service.

1.3. **"Referral Program"** is a set of software and marketing components by means of which the fulfillment of the obligations of the Referral Partner under the Agreement is recorded and the further payment of compensation to the Referral Partner is made.

1.4. **"Referral Link"** is a link with a unique identifier, which is issued to the Referral Partner, leads to the Company's website, and by which the Referral Partner's affiliation with the Referral Partner is tracked.

1.5. **"Referral Partner's Personal Account"** is a section of the Company's website, where the Referral Partner receives information and statistics on the accrual and payment of compensation, as well as up-to-date data on the Referral Projects connected via their Referral Link.

1.6. **"Service"** is a "SuoChat" remote self-service software product available online.

1.7. **"Payment for the Service"** is a daily automatic debiting from the Referral's account of a certain amount for using the Service functionality. The technical support of the Service does not relate to such payments and does not lead to the accrual of compensation to the Referral Partner.

1.8. **"Project"** means the aggregate of the specified information and the connection made in relation to a particular website, the settings of the Service launchers. Identification of the Project is carried out by indicating the domain name of the website on which the connection is made and will be used either or both by the Service and by the Project ID, which is assigned within the Service upon registration. The project can be assigned either to the Partner under the agency program, or to the Referral partner. Assigning the Project to the Partner and the Referral Partner at the same time is impossible and not allowed.

1.9. **"Electronic Communication of the Parties"** means either or both electronic messages and documents (files) sent electronically by any of the Parties to the other Party in the cases provided for by the Agreement and sent either or both via email addresses of the Parties and the interface and functionality of the Referral Partner's Personal Account.

2. Terms and Conditions

2.1. Under this Agreement, the Referral Partner, on their own behalf, at their own expense, but in the interests of the Company, takes actions aimed at finding and attracting Referrals for further cooperation of Referrals with the Company, and the Company undertakes to pay the compensation to the Referral Partner in the amount and in the manner prescribed by this Agreement.

2.2. The Referral Partner is not the owner of the Service but only acts as an intermediary between the Company and Referrals.

2.3. The Referral Partner may carry out activities and represent themselves in relations with third parties only as the Referral Partner of the Company and in no other capacity.

3. Rights and Obligations of the Parties

3.1. The Referral Partner is obliged to:

3.1.1. The Referral Partner undertakes to ensure that the activities carried out comply with the legislation of the country of either or both their residence and registration.

3.1.2. In the event of claims from third parties to the Company related to the activities of the Referral Partner, the Referral Partner shall be obliged to settle the claims of such parties at its own expense.

3.1.3. If situations or persons are identified that violate the legal rights of the Company or conduct activities in order to harm the interests of the Company, notify the Company and provide possible cooperation to protect the Company.

3.1.4. Attract Referrals. At the same time, the attracted Referral of the Referral Partner cannot be:

- the Referral Partner themselves and any of their Projects;
- a client who is already cooperating with the Company and any of their current (active) paid Projects;
- a client who has received the status of a "Partner" and works with the Company under the agency program, as well as any of its Projects.

The Company has the right not to pay the amount of compensation due to the Referral Partner, in case of violation of this clause and terminate the Agreement unilaterally.

3.1.5. The referral partner undertakes not to take any actions that affect the operation of the referral program and the Company's Service. Such actions are understood as attempts to technically affect the performance of the Company's Service servers, attempts to hack protection mechanisms, the use of viruses, trojans, other malicious programs for any purpose, the use of brute force attacks, DoS (DdoS) attacks, spam, etc.

3.1.6. The Referral Partner is obliged to act in good faith and exclusively in the best interests of the Company, and under no circumstances violate the obligations imposed on him/her by this Agreement.

3.2. The Referral Partner has a right to:

3.2.1. Search for Referrals, inform potential Referrals about the Company's area of activity and the Service provided by the Company.

3.2.2. Make Referrals familiar with the Company's website by providing their Referral link.

3.2.3. Build trust with potential Referrals and other persons in the Company and its Service.

3.2.4. Receive compensation from the Company under the terms of this Agreement.

3.2.5. The Referral Partner has other rights stipulated by the provisions of this Agreement and the current legislation of the Company's country of registration.

3.2.6. The Referral Partner has a right to have only one account (Referral Partner's Personal Account) placed on the Company's website.

3.3. The Referral Partner is not allowed to:

3.3.1. Carry out activities that contradict the legislation of the country of either or both residence and registration of the Referral Partner, as well as the laws of the country of registration of the Company.

3.3.2. Be a partner in the agency program of the Company. The Company checks the Referral Partner and, in case of violation of this provision of the Agreement, has the right not to pay the amount of compensation due to the Referral Partner, as well as to terminate the Agreement unilaterally.

3.3.3. Use the referral link in paid advertising or advertising for any other types of compensation without prior agreement with the Company.

3.3.4. Use the key phrases " SuoChat" and "CyoЧат" in either or both contextual and any other

advertising, without the prior consent of the Company.

3.3.5. Use "self-referral actions" - to pay for your account in the Company Service using your own referral link, or to create multiple accounts by affiliating secondary account(s) with the primary account, with the main purpose of getting a refund. This includes making payments via the referral link from one IP address (a situation when two or more users have used the Service from the same IP address). In this case, the Referral Partner will not receive compensation.

3.3.6. Distribute the referral link as spam (including spamming, posting spam on forums and online communities, etc.).

3.3.7. Place the referral link on either or both coupon aggregator websites and any other services whose main activity is the distribution of discounts, coupons, promo codes, etc.

3.3.8. Use and specify irrelevant, biased, and false information, referring to or mentioning the Company's Service. This also includes reliable data on current marketing offers (promotions). Providing inaccurate or irrelevant data may be grounds for suspension of cooperation with the Referral Partner.

3.3.9. Perform actions that can harm the image and reputation of the Company, reduce the Service loyalty or mislead potential Referrals regarding the Company's business activity.

3.3.10. Perform actions that may result in the Company having any obligations to third parties who are not the Company's Referrals.

3.3.11. The Referral Partner does not have the right to place advertisements on websites that contain information that violates human rights, propagandizes violence, racial discrimination, drugs, the slave trade, or contain pornographic materials.

3.4. The Company is obliged to:

3.4.1. To pay the compensation to the Referral Partner provided for by the terms of this Agreement in a timely manner.

3.4.2. Provide the Referral Partner with instructions and recommendations on how to perform the duties that are the subject of this Agreement.

3.4.3. Perform other duties under this Agreement.

3.5. The Company has a right to:

3.5.1. Exercise control over the activities of the Referral Partner in terms of performing its partnership duties provided for in this Agreement.

3.5.2. The Company has the right to terminate the agreement unilaterally in case of violation or non-fulfillment by the Referral Partner of the terms of this Agreement, as well as in the following cases:

3.5.2.1. Using advertising methods that force either or both the Referral and a visitor to pay for the Service by deception, blackmail, or any other actions that violate the freedom of choice;

3.5.2.2. Actions of the Referral Partner that negatively affect the business image and reputation of the Company;

3.5.3. In cases of violation by the Referral Partner of the terms of this Agreement, block the Referral Partner's account with accrued compensation.

3.5.4. The Company has other rights stipulated by the provisions of this Agreement and the current legislation of the country of the Company's registration.

4. Indemnity

4.1. The Company pays compensation to the Referral Partner established in this Agreement.

4.2. In addition to proper compensation, the Referral Partner is not entitled to compensation for expenses incurred for the use of third-party services, programs, or services, even if such expenses were related to the activities of finding and attracting Referrals under the Referral Program.

4.3. The referral partner is eligible to receive the compensation if the following conditions are met:

4.3.1. As a result of the Referral Partner's activities under the referral program, a transaction was concluded between the Company and the referred Referral;

4.3.2. The transaction was brought to a full financial settlement of the Referral with the Company and was confirmed by the software of the Company Service and data from the Referral Partner's Personal Account;

4.3.3. Referral Partner has not violated the terms of this Agreement.

4.4. If the Referral becomes a Partner under the agency program, the Referral partner loses the right to receive compensation for the Projects of such the Referral from the moment the Partner status is assigned.

4.5. If the Company determines that the same Project is assigned to the Partner and the Referral Partner, the compensation is canceled and is not payable.

4.6. Payment of compensation is carried out at the preliminary request of the Referral Partner

using the functionality of the Referral Partner's Personal Account.

4.6.1. The procedure and method of payment shall be agreed upon by the Parties via email. At the same time, the Referral Partner understands and accepts that if the total compensation amount is less than 100 (one hundred) US dollars, then the compensation will not be paid and is possible only upon reaching the specified amount or in case of termination of the Agreement.

4.6.2. Each Referral Partner request is checked for compliance with the terms of the Referral Program. The Company reserves the right not to accrue or cancel payments to the Referral Partner in case of violation of the terms of the Agreement.

4.7. Payments for the referral link of the Referral Partner are made during the year of activity of the attracted Referral. Each Payment for the Service during the year made by an attracted Referral will bring the Referral Partner a reward in the appropriate amount.

4.7.1. If the Referral ceases to be active within a year and ceases to cooperate with the Company, the Referral Partner will not be rewarded.

4.7.2. If the Referral resumes cooperation with the Company, the Referral Partner shall be entitled to receive compensation under the conditions set forth in the Agreement.

4.8. The calculation and payment of compensation are carried out no more often than every 30 calendar days.

4.9. The payment is considered made and the Company's obligations to pay the Referral Partner's compensation are fulfilled from the moment the money (compensation) is debited from the Company's account.

4.10. Also, the Referral Partner can use the accumulated amount of compensation to pay for the Service for their own Projects, provided that it is at least 10 (ten) US dollars.

5. Payment and Fees

5.1. The Company pays compensation to the Referral Partner in the amount of:

5.1.1. **25% of each Payment** for the Service by involved Referrals

6. Limitation of Liability

6.1. The Parties are responsible for non-fulfillment or improper fulfillment of their obligations under the Agreement.

6.2. The Company shall not be liable for technical defects, failures, technical features and changes in algorithms and actions, decisions of owners or administrators of search engines, programs, and systems, services, online services, as well as the Internet itself and telecommunication systems, communication systems that may be used during the performance by the Referral Partner of their duties under the Agreement, as well as for any violations of such obligations arising from the said circumstances.

6.3. In case of violation of the terms of the Agreement, the Referral Partner is fully liable to the Company.

6.4. The Company's liability is limited to compensation for actual damage, which must be documented by the Referral Partner.

7. Term

7.1. This Agreement shall be concluded for an indefinite period. The Referral Partner can terminate the Agreement by sending an email to the Company's support service.

7.2. If the Referral Partner has the amount of unpaid compensation in the Referral Partner's Personal Account, it will be paid by the Company in a manner and in terms agreed upon by the parties via electronic correspondence.

7.3. All transactions completed by the time of termination of the Agreement will be processed in the usual manner.

8. Final Provisions

8.1. The Company reserves the right to change the provisions of this Agreement at any time, provided that such changes do not affect the substantive provisions of this Agreement. Notification of changes shall be sent by email 3 (three) days prior to the effective date of the respective changes.

8.2. If the Referral Partner does not object in writing to the changes within 3 (three) days from the date of their receipt to their email address, the changes will take effect.

8.3. If the Referral Partner objects to the changes, then the Agreement is considered terminated from the moment the Company receives a corresponding objection in writing.

8.4. In the event that either or both the disputes and differences arising between the Parties from

or in connection with this Agreement cannot be resolved through negotiation, such disputes shall be subject to expedited arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

8.5. The invalidation of any part of the Agreement (clause, condition, section, etc.) in accordance with a legally enforceable judgment or as required by law shall not invalidate any other part of the Agreement, nor the Agreement as a whole, and the legal relations of the Parties which were regulated by such invalidated part of the Agreement shall be replaced by another, the closest in meaning and purpose.

8.6. This Agreement may be unilaterally terminated at the initiative of the Company if the Referral Partner violates the obligations set forth in this Agreement. The Agreement shall be deemed terminated under the circumstances specified in this clause after 24 hours from the moment of sending an email with notice of termination to the email address of the Referral Partner, the fact of receipt, and reading of the notice of termination by Referral Partner, in this case, is irrelevant.

8.7. This Agreement may be revoked by the Company unilaterally without prior agreement with the Referral Partner. In this case, the Company notifies the Referral Partner by sending an email about the termination of the Agreement and cooperation in general, and pays to the Referral Partner the balance of unpaid compensation, if it exists and is displayed on the account in the Personal Account of the Referral Partner.

*natural or legal entity that, when conducting business, uses a commercial (company) designation or trademark "SuoChat".

** In case of any inaccuracy or possible questions relatively the translation, we request you to consider the [Ukrainian equivalent](#) of this Agreement as an original and credible one.