

User Agreement

This User Agreement is a legal act containing a public offer and serves as the main regulatory set of rules for interaction of all participants of the AFFSTAR Affiliate Network. This User Agreement is accepted by all members of the AFFSTAR Affiliate Network on the terms set out in the document.

A visitor is an individual who has reached the age of majority, who is able to acquire civil rights for himself by his actions and independently exercise them, as well as the ability to create civil duties for himself by his actions, independently fulfill them and bear responsibility in case of their non-fulfillment, who visited the website for informational purposes, but did not accept the public offer.

Webmaster - a natural or legal person who has attained the age of majority capable of their actions to acquire civil rights and own their implementation, and the ability of their actions to create a civic duties independently to execute them and to be responsible in the event of default, accept the terms of this user agreement and the services of the website, which concluded with the Administration of the contract of compensated rendering of services.

AFFSTAR Affiliate Network (Affiliate Network for short) is an online information platform created and operating for the purpose of placing commercial offers by Advertisers, forming, increasing and/or maintaining interest among the population by Webmasters, as well as for the purpose of selling objects of commercial offers to the end consumer - the Client.

Administration - AFFSTAR Affiliate Network

Website - an Internet resource created for the purpose of functioning of the Affiliate Network "AFFSTAR" having a domain name – <http://affstar.com/>. It is under organizational management and belongs to the administration, on the terms of private property rights.

Sides (also – Participants) - Visitor, User (divided into: Webmasters, Advertisers, Clients) and Administration.

Advertiser is a person who has made an Acceptance, creates a commercial offer about a certain product (services), designed in the form of advertising materials, with the purpose of alienating a certain product and/or service.

Advertising materials - promotional information materials created by third parties on the Advertiser's order, containing information (photographs, videos, audio tracks, graphic elements, text and other elements) about the proposed product.

Client – A person who has left a confirmed request for the purchase of goods and/or services advertised on the Administration's sites or on the website.

Offer - a separate offer for the purchase of goods and /or services (hereinafter referred to as the subject of the Offer) in the format of a website.

The confirmed application is the result of interaction between the Client and the Administration/The Advertiser (or his Representative), expressed in the order. The order is made by confirming the Client's intentions through a telephone conversation with the Administration/By the Advertiser (or his Representative).

Prohibited methods of attracting traffic are methods that involve attracting traffic to an online information platform created and operating for the purpose of placing commercial offers by Advertisers, forming, increasing and/or maintaining interest among the population by Webmasters, as well as for the purpose of selling objects of commercial offers to the end consumer - Client using:

- spam attack technologies (e-mail, sms, messengers, social networks, boards, etc.);
- hacked accounts of individual users of social networks;
- traffic from hacked web pages;
- traffic cheating technologies (bots, CAP, etc.);
- fraudulent methods – by misleading the audience or by coercion;
- web pages that contain the features defined in clause 2.12. of the User Agreement;
- with the content of direct or indirect generally accepted signs of pornography;
- offends, infringes on someone's dignity, business reputation;
- discriminates on the basis of gender, nationality, skin color, language of communication, personal worldview, religion;
- fraudulent in nature, which mislead about the qualitative, quantitative and/or other characteristics of the object of the Offer;
- calls for violence, outrage, violent overthrow of power, state and/or military coup;
- about suicide and its methods;
- about methods of creation, storage, sale, use of narcotic and/or psychotropic substances;
- about tobacco smoking and the use of alcoholic beverages by minors;

- about prohibited services;
- containing malicious software and/or other information that may cause harm to third parties;
- infringing copyright, related rights and/or trademark rights of third parties;
- other information entailing a violation of the norms of the current legislation, a certain territorial jurisdiction.

Permitted methods of attracting traffic:

- from banner and teaser networks;
- from affiliate programs;
- from contextual advertising;
- from social networks;
- placement of information about Offers on thematic resources, in accordance with the rules of such resources.

A public offer is an offer addressed by the Administration to an indefinite circle of persons or to several specific persons, which definitely, concretely expresses the intention of the person who made the offer to consider himself to have concluded this User Agreement with the addressee who will accept the offer.

Acceptance - full acceptance by one of the Parties of the terms of the public offer of the Administration for the conclusion of this user agreement. Acceptance of the public offer occurs at the time of the start of using the website and its services (services), which is confirmed by the following actions (including, but not limited to):

- registering a webmaster account;
- execution by the Client of an application for the purchase of an Offer item;
- payment by the Advertiser for Administration / Webmaster services.

User Agreement(**Agreement** *for short*) is a document containing a public offer defining the general rules for visiting the website, regulating the status of the parties, the procedure for purchasing products, as well as other essential conditions for interaction between the Parties.

1. General provisions

1.1. This User Agreement (hereinafter referred to as the "**Agreement**") defines the general rules for visiting, using the services and the norms of general behavior in the Affiliate Network. The Agreement regulates the civil-legal relations that develop between the participants of the Affiliate Network in the process of their interaction.

1.2. This Agreement may be amended unilaterally by the decision of the Administration. The notice of the amendment of this Agreement is published by the Administration on the Website. The Administration has no obligation to personally notify the Parties of such changes.

1.3. The terms of the agreement apply to all Visitors to the website, without exception.

1.4. In case of disagreement with the provisions of this agreement (in part or in whole), the person who expressed such will has no right to use the information field and target services offered on the website.

1.5. The parties have agreed that the person who accepted the public offer has familiarized himself with the provisions of this User Agreement, understands the legally significant consequences of concluding this Agreement. The person understands the essence, the scope of obligations established for each of the parties to this Agreement.

2. Regulation of interaction between the parties

2.1. The Administration provides Visitors with information about the format of the interaction of the Parties, about the advantages of the Affiliate Network, about the opportunities of Participants, as well as information about the Offers. The information field of the website includes, but is not limited to: the general area of use - for website visitors, the zone for Users - is available from the moment of registration of the Visitor.

2.2. The Administration independently determines the general concept, format, type and volume of information that appears within the Website, but is not the owner of Offers, including the objects of Offers (goods and /or services).

2.3. The advertiser creates a commercial offer by transmitting the relevant information to a personal manager. A personal manager is assigned to each User who has accepted the terms of this User Agreement and has passed the registration procedure on the website. The administration has the right, but is not obliged to provide the service of a brief advisory consultation on the questions asked. Such consultation is provided free of charge.

2.4. To receive the service specified in clause 2.3. of the User Agreement, the user independently places a request for such a service, via: skype, telegram, e-mail. The personal data of the personal manager's accounts in Skype and/or telegram networks are contained in the corresponding information block of the Affiliate Network. If such a service is necessary, the User is obliged to briefly formulate his question, as well as leave contact details - E-mail, contact phone number.

2.5. The administration has the right not to pay attention to the user's service request, not to provide an answer, if this request does not contain a clearly formulated question (or a description of the situation), contain offensive words and / or verbal phrases, including to the Administration, third parties, as well as for other reasons.

2.6. The use by the Webmaster of the services and/or opportunities provided by the Administration through the website does not grant any exclusive rights and privileges, including for the tangible/intangible property of the Administration.

2.7. The parties to this agreement have come to an agreement that the Administration has the right to place advertising blocks, banners, ads on the website in any of its areas without the additional consent of other members of the Affiliate Network.

2.8. The information posted on the website by the Administration is the result of the intellectual activity of the Administration, and all property and personal non-property rights to such information belong to the Administration, until otherwise established. At the same time, other members of the Affiliate Network do not have any exclusive rights to the result of the intellectual activity of the Administration, expressed in graphic, text, audio-video form posted by the Administration on the website.

2.9. The Administration is not responsible for protecting the User's rights that have been violated by third parties in the context of settling disputes arising on this basis, including in court.

2.10. Violation by the User of copyrights belonging to the Administration and (or) other persons entails liability for the violator provided for by the provisions of the current legislation of the Russian Federation.

2.11. In case of detection of copyright infringement by the participants of the Affiliate Network, by illegal placement of materials not belonging to such persons, the Administration has the right to withdraw such materials from the public access of the Affiliate Network, at the first request of the rightful copyright holder.

2.12. The User and (or) the Visitor are prohibited from posting information on the website that directly or indirectly contains generally accepted signs of pornography, offending, infringing, damaging someone's dignity, containing calls for violence, outrage and other actions entailing violations of the norms of current legislation, a certain territorial jurisdiction, containing malicious software and (or) other information that may harm third parties

2.13. In case of violation of the terms of clause 2.12. of this Agreement and failure to comply with the requirements of the Administration, including the withdrawal of such information from public access, the persons who committed violations are liable under the provisions of this Agreement and (or) the current legislation of Russia. In this case, the administration has the right to terminate on its own.

2.14. The Administration is not responsible for the results of visits by Visitors and /or Users of third-party (external) resources, links to which may be posted on the website. The results are understood as any result, regardless of its nature, as well as the one from the occurrence of which the injured party suffered moral and/or material damage.

2.15. The content of Offers suggested to the Advertiser in the Affiliate Network are alienated in favor of Customers remotely within the requirements established by

the current legislation of Russia, certified and meets the requirements defined by the legislation in the field of consumer protection.

2.16. The website does not distribute goods and/or services. The main functional purpose of the Website is to organize a meeting place for the Advertiser, Webmaster and/or Clients in a virtual space. This User Agreement imposes on the Administration the corresponding obligations to maintain the functionality of the Website.

2.17. The Administration provides Webmasters, Advertisers, Clients with the information field of the Website and /or sites for temporary use, undertakes to provide support provided for in the User Agreement.

2.18. The administration reserves the right to refuse service to certain persons, without providing additional explanations of the reasons.

3. The procedure for using the services by the Webmaster

3.1. The Webmaster has the right to freely use the services and offers set out on the website in full, except in cases where such use is illegal, violates the rights, freedoms and interests of the Administration and (or) Webmasters of the website.

4. The procedure for using the functionality of the Website:

4.1. A visitor who has expressed his intention to become a Webmaster visits and learns information about the procedure on the website.

4.2. To get the full range of opportunities offered by the Administration, the Visitor independently passes the registration stage on the website.

4.3. In order to start the registration procedure, the Visitor presses the button "Register" posted on the website.

4.4. After clicking the "Register" button on the website, the Visitor will be offered a registration form within the website, which must be filled out.

4.5. To successfully complete the registration procedure, the Visitor undertakes to fill in the necessary fields - Login, Password, e-mail, telegram, mobile phone number, etc. sections.

4.6. After filling in all the fields in accordance with the procedure provided for in this Agreement, the Visitor is obliged to familiarize himself with the provisions of this Agreement, the Rules of Operation and the Privacy Policy. The fact of familiarization with the provisions of the documents referred to in this paragraph is confirmed by affixing the "V" sign in the appropriate field of the registration form.

4.7. The registration procedure is completed if the requirements provided for in clauses 4.3-4.7 of the Agreement are met and the Visitor clicks the "Register" button directly in the registration form.

4.8. The successful completion of the registration procedure on the website is confirmed by an electronic notification that comes to the Visitor at the email address specified in the registration form. From the moment of occurrence of the circumstances described in this clause of the Agreement, the Visitor's status changes to the status of a Webmaster with all the legally significant consequences for this Party contained in the provisions of this User Agreement and the current legislation of Russia.

4.9. The offer is placed by the Administration at the request of the Advertiser on the terms defined by the information field of the website, the User Agreement, by contacting a personal manager.

4.10. If necessary, the Administration has the right to provide Visitors with consulting and information services in accordance with the procedure provided for in this User Agreement.

4.11. The Administration has the right not to respond to the Webmaster's posted request and not to provide a response if this request is made in violation of the rules set out in 2.5. of the Agreement

4.12. When performing tasks to promote Offers, the Webmaster is prohibited from using methods and tools that may violate the rights and interests of third parties. Such as: traffic from hacked sites, traffic attracted using spam technologies, traffic generated by any fraudulent methods, false traffic (by misleading the Internet user), etc.

4.13. The remuneration of the Webmaster is paid by the Advertiser in the manner determined by the functionality of the Affiliate Network, based on statistical data provided by the Affiliate Network accounting system.

4.14. Remuneration to the Webmaster is paid in the order of 100% post-payment.

4.15. The amount of the Webmaster's remuneration is determined by the functionality of the CPA network and depends on the amount of work actually done, which is fixed in accordance with the procedure provided for in clause 8.18.

4.16.

4.17. The parties agreed that the Administration has the right to raise the issue of the actual retention of the payment of the Webmaster's remuneration to the Advertiser:

- for a period of up to 30 calendar days, in case of investigation of third-party complaints about the actions of the webmaster in the process of promoting Offers;

- for a period of up to 180 working days, intended for investigation by the Administration of the use by the webmaster of prohibited methods of promotion of Offers, including the use of prohibited traffic;

4.18. The Administration has the right to raise the issue of termination of payment of the Webmaster's remuneration to the Advertiser in the following cases:

- the presence of violations in the actions of the webmaster on complaints from third parties;

- the use by the Webmaster of prohibited methods of attracting traffic provided for in this Agreement;
- violations by the Webmaster of the rules established in this User Agreement, which caused harm and damage to third parties, regardless of whether they are members of the Affiliate Network;

5. Payment procedure for products

5.1. The cost of the subject of the Offers is determined by the Advertiser, and is published within the framework of the Offer, which is publicly available.

5.2. The price of products indicated on the website is dynamic, is for informational purposes, is distributed in order to determine the price guidelines of services, and may be changed by the Advertiser without additional notification to Visitors.

5.3. Payment of the Offer can be made by the Client in one of the convenient ways provided by the functionality of the advertising platform.

5.4. The parties agreed that the Administration is not responsible for the operability of the payment systems through which the Client pays for the Offer. If there are any difficulties with the payment, the Client independently contacts the representatives of the payment system used by the Client to pay for the Offer. The Administration has the right not to respond to requests addressed to it by Clients on the issues mentioned in this paragraph of the Agreement.

5.5. If the Client refuses to pay for the Offer, the transfer of the Offer to the Client is not carried out due to the non-fulfillment of the obligations assumed by him. The administration and Webmasters, in this case, are not jointly and severally liable for the losses caused by the guilty User, and do not act on the side of the creditor, neither in the status of solidary, nor in the status of independent.

6. The order of delivery of products

6.1 Delivery of the subject of the Offer to the Client is carried out in a manner previously agreed by the Parties.

6.2. The terms of delivery of the Offer item are individual for each individual case.

6.3. The order and time of delivery of the subject of the Offer to the Client is determined by the terms of the Offer, or by the Advertiser in a personal manner. The Advertiser is obliged to provide the Client with instructions regarding payment and delivery of the subject of the Offer, as well as to comply with the regulatory requirements established for trading carried out remotely.

6.4. The parties have agreed that the delivery of the subject of the Offer to the Webmaster is carried out in accordance with the procedure provided for in the User Agreement.

6.5. The subject of the Offer is transferred to the Client only after the Client pays the full cost of the product to the Advertiser.

6.6. The Parties have agreed that the delivery of the Offer item can be carried out on a paid basis, the Client agrees to this and, accepting the terms of this Agreement, agrees to cover the logistics costs of the Offer item, directly to the receiving address.

7. Product return procedure

7.1. The return of the Offer item of proper quality is possible if its presentation, consumer properties, as well as a document confirming the fact and conditions of purchase of the specified products are preserved.

7.2. The return of the Offer item is carried out to the Advertiser who has transferred the Offer item in favor of the Client.

7.3. All issues related to the organization of the return of the subject of the Offer, the refund of the cost, compensation of associated costs are resolved between the Client and the relevant Advertiser.

7.4. The Client does not have the right to refuse products of proper quality, having individually defined properties, if the specified products can be used exclusively by the Webmaster purchasing it.

7.5. The advertiser is obliged to place complete and reliable details of the legal entity/ individual entrepreneur who sells products and/or services within the landing page developed by him. Failure to comply with this rule is not permissible, is a violation of this Agreement and is the basis for the termination of the landing page service by the Administration, within the Affiliate Network.

7.6. The Administration has the right to verify the authenticity of the details of a legal entity / individual entrepreneur specified by the Advertiser on the landing page.

8. Obligations and responsibilities of the parties

8.1. In the case of the use of the results of the intellectual property of the Administration - the materials of the website, for any purpose, the User must first, before posting such materials, obtain the permission of the administration for this. With the permission of the Administration, the User is obliged to display the full name and domain name of the source in the following format: AFFSTAR Product Affiliate Network <http://affstar.com/>. The hyperlink must be active and direct, when clicked, the user navigates to a specific page of the website from which the material is borrowed.

8.2. By analogy with the instructions set out in clause 8.1. of this Agreement, the User undertakes to obtain prior written permission to use the results of intellectual property of third parties from such persons. The method and procedure of implementation is specified in the process of negotiations with the copyright holder of the materials.

- 8.3. The Administration is not responsible for the actions of the User that resulted in violation of the rights of third parties.
- 8.4. The Administration is not responsible for the content of information posted by Users in the process of creating an Offer, attracting traffic to Offers.
- 8.5. The administration is not responsible for the content of user reviews of the website. User reviews of the website are subjective opinions of their authors, in no way claiming to be objective. They may not coincide with public opinion and may not correspond to reality.
- 8.6. The decision to issue / not issue personal data is made by the Administration, only on the basis of a request sent by a person of the Administration, in accordance with the procedure established by the norms of current legislation.
- 8.7. The administration has the right not to pay attention to requests, appeals and letters that do not contain the details of the applicant (full name, contact details).
- 8.8. The Administration is not responsible for the registration data that was specified by Users when interacting with the information field of the website during the User registration process.
- 8.9. The Administration has the right, without explanation, to restrict, block the access of the Visitor and/or User to the website, with partial or complete deletion of the information that was posted by him within the Affiliate Network.
- 8.10. The Administration undertakes to consider the claim filed in accordance with the procedure provided for in section 4 of the Agreement within 30 (thirty) calendar days from the date of its receipt.
- 8.11. The parties agreed that Users are personally responsible for the safety of authorization data on the website.
- 8.12. The Parties claim that the Agreement was accepted by them with a clear memory and a full understanding of the legal consequences of concluding such Agreements. The essence and scope of the obligations that are established for each of the Parties by this Agreement are fully clear to them. The Parties have agreed that each of them has been provided with complete and reliable information regarding the data set forth in the provisions of this Agreement.
- 8.13. The webmaster uses only those methods for promotion that do not contradict and do not violate this User Agreement and the norms of the current legislation of Russia.
- 8.14. If the Webmaster is caught in the actions provided for in clause 8.13., the Administration fully disclaims responsibility.
- 8.15. The amount of the Webmaster's remuneration is determined by the Parties based on the statistics of the Webmaster's personal account. When generating statistics, the number of Confirmed applications is taken into account. The cost of one Confirmed application is published on the Website. At the same time, other factual data obtained from third-party sources are not taken into account.

8.16. When calculating the Webmaster's Remuneration, the number of Confirmed applications is taken into account only. If there is no confirmation of the application as a result of a telephone conversation between the interested person (Client) and the Administration/By the Advertiser (or his representative), the Advertiser is released from the obligation to pay remuneration to the Webmaster for each specific case.

8.17. Funds are credited by the Administration / Advertiser to the details specified by the Webmaster in the settings of the Webmaster profile of the Commodity Network. Remuneration is paid only to those payment systems that are displayed in the "Balance" section of the Website.

8.18. Payment of remuneration to the Webmaster is carried out within 7 (seven) banking days from the date of payment order. The parties agreed that the Administration has the right to raise the issue of suspending the payment of remuneration to the Webmaster to the Advertiser, but not for more than 60 (sixty) calendar days, in case the Administration checks the activity of the Webmaster for fraud in accordance with this User Agreement.

8.19. The Operator has the right to ask the Advertiser about the actual deduction of taxes and fees from the amount of Remuneration paid to the Webmaster in the amounts determined by the provisions of the tax legislation of the relevant jurisdiction by sending a registered letter with an inventory of the attachment. This rule is applied when the Advertiser has tax agency obligations.

9. Dispute settlement procedure

9.1. In case of detection of information posted on the Website containing the results of intellectual property belonging to third parties, the copyright holder is obliged to:

9.1.1. To make a claim indicating the factual and regulatory grounds that enable the Administration to withdraw information from public access.

9.2. Attach to the claim evidence of the originality of the result of intellectual property (the original copy, other documents confirming the ownership of the copyright object).

9.2.1. Send the package of documents referred to in the provisions of clauses 9.1.1., 9.1.2. of this Agreement to the administration's e-mail: support@affstar.com

9.3. The claims of Webmasters on the quality of service, products, as well as other comments, should be sent to the administration's email mailbox: support@affstar.com

9.4. The Administration is not obliged to facilitate the search for persons whose actions violated the rights, freedoms and interests of Webmasters.

9.5. The Administration is not a beneficiary in transactions between Clients and Advertisers, is not responsible, and is not obliged to assist the Client in organizing the processes provided for in clause 7.1. of The User Agreement, equally, has the right not to respond to Customer requests to its address in connection with the specified circumstances.

10. Other conditions

10.1. All possible situations, disputes arising from the relationship between Webmasters, Webmasters and third parties, Webmasters and the Administration, not regulated by this Agreement, are resolved in accordance with the rules of the current legislation of Russia.

10.2. The Parties to this agreement are aware of the scope of rights and obligations generated by the relationship of the persons referred to in this agreement, and fully aware of their actions, understanding the legal significance of the consequences of such actions, in full.

10.3. Inaction on the part of the Administration, in case of violation by any of the Webmasters of the provisions of the Agreement, does not deprive the Administration of the right to take appropriate actions later to protect its interests and protect the rights protected by law.

10.4. For all questions, except those fixed in Section 9 of the User Agreement, Users can contact the Administration by sending appropriate requests.

11. Contact details

11.1. All suggestions or questions regarding this User Agreement should be reported to the Administration at the appropriate email address: support@affstar.com