

Terms of service

dr.cash

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This agreement constitutes the binding agreement between you and MARKETING IT WAY LIMITED company (hereinafter – dr.cash) and governs procedure and conditions of use of partner CPA network located in <https://dr.cash/> domain, as well as all content and services placed and provided on the web-site and in the partner network.

The Partner Network of dr.cash company unites webmasters and advertisers – participants of the Partner Network. Persons not acquiring status of participants of the Partner Network use the site in status of visitors of the site. Conditions of this agreement apply to all participants of the Partner Network and visitors of the site without exception. The parties to this Agreement are dr.cash, advertisers, webmasters, other visitors of the site.

The Agreement establishes peculiarities of the services being provided in the Partner Network and on the site, rights and obligations of dr.cash, participants of the partner network and other visitors of the site, their liability to each other and to third parties, general rules of behaviour in the Partner Network. By accepting this agreement, you are obliged to use the Partner Network and <https://dr.cash/> website only in accordance with the rules and conditions mentioned below.

This agreement supersedes all previous agreements between participants of the partner network, visitors of the site and dr.cash company. We ask you to familiarize yourself attentively with the Agreement and in case you do not agree with the provisions of its rules (partially or wholly), we ask you to stop using the site, as well as not to register as a participant of the Partner Network.

1. dr.cash CPA Network status.

1.1. The partner CPA network dr.cash (hereinafter – the Partner Network) is a platform intended for placement by advertisers of commercial offers of products being sold by them (offers) and facilitation of their further promotion by webmasters outside the Partner Network through attraction of traffic to resources of advertisers.

The Partner Network is located in <https://dr.cash/> domain and is administered by MARKETING IT WAY LIMITED company registered in Ireland (site administrator).

1.2. The main purpose of the Partner Network is execution of intermediary functions between advertisers and webmasters. dr.cash is not a beneficiary in transactions between

Advertisers and purchasers of their products. All information on the advertised products of advertisers published in the Partner Network originates from third parties-advertisers.

1.3. The Partner Network does not initiate placement and transfer of advertising materials in Internet network, introduction of goods into turnover, does not choose recipients of advertising materials and does not influence the integrity of the transmitted information.

2. Services provided in the Partner Network.

2.1. dr.cash provides services for generation of applications for consultations through placement of offers of advertisers on resources of the Partner Network.

The Partner Network ensures the following possibilities for the participants:

- assistance in interaction of participants of the Partner Network;
- placement of offers on the site of Partner Network;
- assistance in attraction by webmasters of traffic to resources of advertisers;
- performance of leads recording, maintenance and provision of statistics of services being provided;
- organization of settlements between participants of the Partner Network;
- technical and consultancy assistance on issues of work with the Partner Network;
- assistance in drawing up and determination of conditions of commercial offers of advertisers (offers).

2.2. dr.cash provides the following types of services to visitors (unregistered users) of the site:

- possibility of registration in the Partner Network as a participant (advertiser or webmaster);
- provision of information on available offers and their conditions;
- services for support of operational capability of the site;
- provision of information on the Partner Network, on advantages and conditions of work in it; experiences of work with dr.cash;
- provision of other information available in the open part of the site.

2.3. By agreement with participants of Partner Network, dr.cash may render the additional services to them, both on a fee and on a free-free basis, including services for development of design of the advertisers' products being sold.

2.4. dr.cash is entitled to suspend for an indefinite period provision of services to participants of the Partner Network in case of non-fulfilment by them of their obligations under this Agreement. Provision of services to advertiser may be suspended in case of violation of rules in relation to prepayment of services being provided.

2.5. dr.cash does not carry out activity directed at sale of goods, works or services, does not provide services for creation of products of advertisers, calls to the customers and organization of logistics.

The Partner Network does not provide services for organization of transactions of advertisers and consumers of their products, is not purchaser, seller, agent or representative of any advertiser or webmaster, other interested person on transactions in relation to objects of offers. All transactions between advertisers and consumers of their products are concluded without direct or indirect participation of dr.cash.

3. Conditions of access to the site and the Partner Network.

3.1. Conditions of use of the Partner Network and <https://dr.cash/> site are determined by the provisions of this Agreement. In case you do not agree with conditions of this Agreement, you may not register as a participant of the Partner Network and use the site in any way and in any form. By continuing to use the site, you confirm that you have familiarized yourself with this Agreement, understand its essence and legally significant consequences of its acceptance, as well as you are obliged to comply with its provisions.

3.2. By using the Partner Network on behalf of a legal entity or an individual entrepreneur, you warrant to dr.cash that you are vested with all necessary powers to act on their behalf, as well as consent of the persons being represented with conditions of this Agreement.

3.3. The site contains the common area accessible to all visitors of the site and the area of participants of the Partner Network accessible after acquisition of the corresponding status. The site administration determines on a stand-alone basis the general concept, format, type and volume of information being published on the site.

3.4. dr.cash is entitled to introduce changes in work of the site, peculiarities of provision of services and text of this agreement at any time without prior notice. For the purposes of familiarization with the last version of the site and the Agreement, we recommend you to check them regularly for possible updates and changes. Notice of change of this agreement is published on <https://dr.cahs/> site after updates. Continuation of use of website and the partner network means acceptance of all introduced changes.

3.5. dr.cash will make all efforts directed at assistance in ensuring the operational capability of the site and access to it on a permanent and continuing basis. In spite of that, in individual cases, the site may be temporarily unavailable, including for the reasons not depending on dr.cash. By using the Partner Network, you understand and agree that dr.cash does not control access to the site on a continuing basis, at any specific time, by virtue thereof technical malfunctions in access to the site do not mean non-fulfilment by dr.cash of the obligations assumed under this Agreement.

3.6. dr.cash reserves the right to assign the rights under this Agreement both fully and in a certain part. Other participants of the Partner Network are obliged not to assign, not to transfer and not to delegate the rights arising out of this Agreement without prior consent of dr.cash. The mentioned consent may be withheld for any reasons.

3.7. By using the Partner Network and the website, you warrant that all information provided by you to dr.cash is accurate and corresponding to reality. You are also obliged to refrain from use of the site for any unlawful purposes and for the purposes prohibited by the provisions of this Agreement.

4. Acquiring the status of participant of Partner Network.

4.1. Participant of the Partner Network acquires the corresponding status after registration on the site. dr.cash is entitled at its discretion to refuse user a registration in the Partner Network or to terminate his participation in work on any offer. The reregistration of the same person as a webmaster is not allowed.

4.2. After registration, account of participant of the Partner Network is not subject to transfer to third parties and may be used only by the user. You agree that you are the only person who has an access to personal account of participant of the Partner Network and you are obliged to keep and not to transfer to third parties the access keys for log in to a personal account. Any attempts of transfer, sale or exchange of an account are strictly prohibited.

4.3. By joining this Agreement, you express the consent that all actions performed on the site by you or by the third party who received an access to your personal account with use of login and password will be legally binding on you.

5. Content of the site and rules of work with it.

5.1. Texts and text and graphic items, banners, photographs, images, branding elements, interactive functions (including commercial names, trademarks, service marks and logotypes), software and other materials may relate to the content of the site (hereinafter – the site materials).

5.2. The site allows to publish the advertising programs (offers) containing information on products of advertisers. Placement of the mentioned materials and access to them is ensured by dr.cash and is made in accordance with this Agreement.

5.3. dr.cash does not check quality of objects of offers, does not test them and does not give any warranties in relation to them, does not initiate standalone checks for reliability and

lawful character of information provided by advertisers. dr.cash will make all efforts depending on it to counteract distribution of offers in relation to counterfeit products, however, it may not warrant good faith of advertisers in all cases.

5.4. Publication of offer on the site is preceded by filling in of an offer card by advertiser in the system. In an offer card, advertiser specifies the rules for promotion of offer and information on legal and other limitations known to it and established for the specific geo offer. Advertisers furnish all information necessary for formation of offer and assume all risks and liability connected with reliability and lawful character of furnished information, branding elements and other materials.

When filling in an offer card, advertiser is obliged to act in good faith and to furnish all necessary and complete information on conditions, limitations and prohibitions on promotion of offer. In case advertiser does not have the corresponding information, it is obliged to make all efforts depending on it to find out the necessary information for the purposes of prevention of violation of laws of the state of promotion of an offer, rights and legal interests of third parties.

5.5. The parties agree that dr.cash does not organize and does not conduct recheck of information furnished by advertiser in accordance with the clause 5.4 of this Agreement. Participants of the Partner Network agree that advertiser assumes risks of all adverse consequences arising out of non-fulfilment and (or) improper fulfilment of its obligations for furnishing of information.

5.6. Offers published on the site contain promo materials, as well as conditions of payment of remuneration for confirmed applications, conditions of work of webmaster on offer and other additional information determined by advertiser.

5.7. Acceptance by webmaster of conditions of offer means his consent to placement of advertising materials of program on internet resources. Advertiser ensures coordination of landings and prelandings which will be used by webmasters during work on offer. Landings and prelandings for work on offer may be furnished to webmaster directly by advertiser.

5.8. Any materials contained on the site and furnished to webmaster on the part of dr.cash must be used in exact compliance with the conditions determined by dr.cash. Participants of the Partner Network, visitors of the site agree with impossibility to change these materials without prior coordination with dr.cash.

5.9. dr.cash is entitled without explanation of reasons to refuse webmaster to use any traffic source, as well as is entitled to demand change or removal of landings and prelandings, procedure and peculiarities of their placement in Internet network. The specified requirements are subject to immediate fulfilment.

5.10. Webmaster is entitled to terminate work on offer at any time, unless otherwise stipulated in conditions of commercial offer. dr.cash reserves the right to refuse webmaster's use of any website and marketing channels for promotion of offer, as well as to terminate work of webmaster on one or another offer. In the mentioned case, dr.cash makes reasonable efforts to notify webmaster of a decision made.

5.11. dr.cash makes reasonable efforts to furnish reliable information to participants of the Partner Network, but does not give any warranties of accurateness of materials placed on the site and reserves the right to remove information and content at any time. Materials and software are furnished in initial state, "as is" and with "all possible mistakes" and without any express or implied warranties, including warranties of non-infringement of third-party rights.

5.12. dr.cash does not give any representations and warranties in relation to any results which may be produced by use of the site or the Partner Network. Consultations and recommendations received by participants of the Partner Network from dr.cash, as well as materials of the site do not create any warranties or declarations not expressly specified in this Agreement.

6. Rights in relation to materials and data of the site.

6.1. The site contains information and materials which are intellectual property of dr.cash, as well as materials provided by their holders for placement on the site. The site and its materials are protected by legislation on intellectual property and copyright.

6.2. Unless otherwise provided, dr.cash has property and personal non-property rights to information and data of the site, including to data and analytical information collected and processed in the course of work of the Partner Network. No exclusive rights to results of intellectual activity of dr.cash arise with participants of the Partner Network.

Materials published in the Partner Network are protected in accordance with legislation on intellectual property. Any use of materials which are items of intellectual rights is possible only with permission of right holder.

Participants of the Partner Network grant to dr.cash an assignable, sublicensable and royalty-free license to use of any materials published on the site and being items of intellectual rights.

6.3. No rights of ownership to the Partner Network or its part, the site as a whole, arise with participants of the Partner Network. Use, copying, distribution or reproduction of any part of the Partner Network or the site are strictly prohibited, with the exception of cases established by this Agreement.

6.4. Advertisers and webmasters use the site and its materials on the conditions of a non-exclusive, non-transferrable, revocable license and exclusively for the purposes of exercise of rights and fulfilment of obligations assumed within the frames of the Partner Program. Use of the site is possible only upon the condition of waiver by advertisers and webmasters of any rights, titles and interests in relation to software of the site, data of the site and any materials represented on the site. Information field of the site is provided to participants of the Partner Network for temporary use.

6.5. Persons using the site are obliged to refrain from performance of any actions directed at violation of operational capability of the site, as well as damage to its data and materials. The acts of that nature may, inter alia, include attempts to influence the work of servers of the Partner Network, attempts to tamper the protection system of the Partner Network, use of malicious computer programs, brute-force attacks, Dos (DdoS) attacks, links and any other actions which may inflict damage to the partner network. Participants of the Partner Network assume obligations not to perform actions on reproduction, distribution or sale of materials of the site in any way which infringes rights of dr.cash, other right holders and third parties.

6.6. Holders of offers are advertisers. Advertisers give to dr.cash the consent to transfer to webmasters the information on them, their offers and other information necessary for provision of services on the part of the Partner Network.

By furnishing the information for offer, advertisers warrant to dr.cash that they have all legal rights to sale of items of offers and do not infringe anybody's intellectual rights. Advertisers warrant that their rights in relation to the advertised products are not contested by third parties.

7. Conditions of work of webmaster with the site and the Partner Network.

7.1. The parties to the Agreement agree that the rules determined in this section are not legal consultations and sufficient instructions to ensure compliance of actions of webmaster with legislation in force. dr.cash does not warrant that the rules presented by it are sufficiently complete and correspond to legislative requirements of a specific state, for which geo webmaster works. By virtue thereof, dr.cash disclaims liability for actions of webmasters on fulfilment of the proposed recommendations and rules.

7.2. Webmaster is obliged to use the site and the Partner Network on the conditions determined by this Agreement. To work with the Partner Network, site of webmaster shall comply with the following requirements:

- to comply with requirements of the legislation of the country for which territory webmaster works;

- to comply with other requirements determined by dr.cash.

7.3. Webmaster is entitled freely to use services and **proposals** published on the site, with the exception of cases when such use is illegal, infringes rights, freedoms and interests of dr.cash, other participants of the Partner Network, third parties. Webmaster assumes obligations for familiarization with conditions of the published offers and bears all risks connected with deviation from fulfilment of this obligation.

7.4. Webmaster is obliged to respond promptly to requests and applications of dr.cash, including to eliminate causes which resulted in claims of advertisers and third parties about advertising materials, sources and methods of their placement. In case of non-receipt of reply from webmaster within 12 hours from the moment of request of dr.cash, sanctions may be applied to webmaster.

7.5. During work on a specific offer, webmaster agrees to use all links, provided by dr.cash, in unchanged form and not to take any actions directed at their disconnection and interference with their work without consent of dr.cash.

7.6. In case webmaster uses the creatives, which have been found by him on a stand-alone basis, during the work on offer, liability for placement of these materials is borne by webmaster as a distributor of materials. Liability of webmaster is excluded in case webmaster has ensured prior coordination of creatives used. Webmaster is obliged to settle on a stand-alone basis all claims and disputes arising out of use of creatives made or received on a stand-alone basis.

7.7. Unless otherwise stipulated in the conditions of offer, webmaster agrees that the following traffic sources will be considered as permitted ones:

- sites of webmasters;
- native advertising networks;
- system banner and contextual advertising;
- social networks;
- traffic purchase and sale systems;
- SEO traffic;
- thematic resources;
- all other sources after prior coordination with dr.cash.

Webmaster is prohibited from using non-coordinated traffic sources. dr.cash reserves the right to refuse the coordination of any of the above-mentioned traffic sources or to coordinate to webmaster the additional possible traffic sources.

7.8. During fulfilment of obligations, webmaster is prohibited from using the following traffic attraction methods:

- spam attack technologies (e-mail, sms, in messengers, social networks, boards and others);
- content blocking;
- traffic from compromised web-pages and accounts of users of social networks;
- technologies of artificial inflation of traffic (bots, CAP and etc.);
- fraudulent methods connected with misleading of audience;
- other deceptive, unfair and prohibited methods.

7.9. Webmaster is not entitled to use in his activity traffic sources which violate legislation of the country on traffic and offer with which the work is conducted. Moreover, webmaster in his work is prohibited from using websites and services containing materials which:

- contain signs of pornography or have obscene character;
- insult or discredit honour, dignity, business reputation of third parties, contain signs of defamation;
- contain elements of discrimination on the grounds of sex, nationality, skin colour, language, religion, political beliefs, sexual orientation, as well as on the other motives;
- mislead as to qualitative, quantitative and/or other characteristics of object of an offer;

- foster hatred, contain calls for violence, forced overthrow of power, coup d'etat and/or military coup;
- promote terrorism, illegal activity, racism, hatred and hostility;
- contain fraudulent information, promote gambling games and pyramid schemes;
- contain information on methods of manufacture of explosive devices, counterfeit money and pirated software;
- contain information on suicide and its methods;
- contain information on creation, storage, sale, use of narcotic and/or psychotropic substances;
- contain information on tobacco smoking and alcohol drinking by minors;
- contain information on prohibited services;
- contain malicious software and (or) other information which may inflict harm to third parties;
- infringe copyright, allied and/or other intellectual rights of third parties;
- contain other information violating of statutory regulations, contain threats of infliction of physical harm and commission of unlawful acts;
- viruses of any kinds which are dangerous for visitors, including containing malicious code and malicious programs;
- contain confidential information of third parties.

Other limitations in relation to sites and services used by webmaster may be determined in conditions of offer in view of geo for which webmaster works.

7.10. Webmaster is obliged to make sure that third-party java-scripts do not change work of the Partner Network. Webmaster is prohibited from commissioning deceptive and misleading actions, resorting to unfair advertising practice, fraud, as well as any other types of illegal activity, including:

- performing, on a stand-alone basis, the desired actions on sites of advertisers;
- stimulating users to perform the desired actions on sites of advertisers by way of requests, promises of remuneration, deception or misleading;
- deceiving the users;
- changing IP address inside the same subnet or with the help of proxy servers and anonymizers;
- using spam for attraction of users or other webmasters;
- using knowingly false information on **proposal** for attraction of leads;
- initiating automatic actions of users with the help of scripts, bots or any other services;
- inflating the system artificially in any way;
- using any traffic of active advertising systems (seoprint, wmmail and etc.);
- using advertising materials (including brand) of one advertiser for promotion of site of another advertiser;
- to use cookie staffing, any technologies or types of provisioning of cookie files.

It is prohibited to use scripts which add cookie files to sites visited and viewed by User. It is prohibited to change, to replace, to forward cookie files of User to other persons.

- ignoring requests of dr.cash for furnishing of data on traffic sources or any other information related to activity of Webmaster in Partner Network;
- disinforming dr.cash in any way and insulting the site administration.

7.11. Webmaster is not entitled to disclose correspondence with dr.cash. Any disclosure of this correspondence should be treated as violation of confidentiality and will result in shutdown of account.

7.12. dr.cash reserves the right to exercise constant control over observance of this Agreement by webmasters, as well as to monitor traffic for possible deceptive and fraudulent actions. For the purposes of exercise of this right, webmaster agrees not to perform actions preventing control of dr.cash over activity of webmaster and resources used by him.

Within the frames of this Agreement, webmaster assumes obligations for check of the used traffic sources upon requests of dr.cash, as well as to furnish to dr.cash all documents and information necessary for exercise of control.

7.13. Non-observance by webmaster of the obligations and prohibitions established in this section of the Agreement may result in imposition of the following sanctions on him:

- suspension of payments;
- temporary blocking of account;
- blocking of account with freezing of all earned funds in favour of advertiser without limitation of time.

Reregistration of webmaster after blocking is not permitted.

Deceptive and fraudulent actions of webmaster may, inter alia, be evidenced by the facts of provision by webmasters of leads received not as a result of expected actions of users; increase of number of potential clients or clicks by way of fraudulent traffic, traffic from the sources not agreed with dr.cash.

Webmaster agrees that he bears the burden of all expenses, losses and court costs inflicted to dr.cash and third parties by fraudulent and deceptive actions of webmaster, deviation from the rules stipulated by this Agreement. Upon receipt by webmaster of payments for fraudulent and deceptive actions, webmaster is obliged to compensate the payments received in full volume.

8. Payments.

8.1. In Partner Network, the system of payments is organized on the CPA model, according to which advertiser pays for only confirmed applications. For the purpose of recording of applications between webmaster and advertiser, integration of API and URL postback is applied. Advertiser is obliged to provide dr.cash with timely, complete and reliable information on status of leads.

8.2. Remuneration of webmaster is paid by advertiser in amount and in accordance with the procedure determined by functional of the Partner Network, on the basis of statistical data provided by record keeping system of the Partner Network, taking into account volumes of actually performed work, statistical indicators of personal account of webmaster, offer parameters and conditions of execution of leads. While forming the statistics of personal account, number of confirmed applications is taken into account.

Statistical system of dr.cash is the only source for record keeping of volume of provided services and calculation of their value. In case of discrepancy of statistical data of dr.cash and advertiser more than by 10%, reconciliation is organized.

8.3. Payments are made with the use of the following systems:

- Webmoney WMR or WMZ electronic wallets;
- paypal electronic wallets;
- ePayments;
- bank transfers;
- other systems by agreement of dr.cash and participants of the Partner Network.

8.4. Unless otherwise established by agreement of dr.cash and participants of the Partner Network, payments are made up to two times a day. Minimal amount payable makes 50 US dollars. Remuneration is paid to Webmaster by way of 100% postpayment.

8.5. Individual amounts of payments should remain strictly confidential, public demonstration of amounts of payments is not allowed and is treated as violation of confidentiality rules.

8.6. Payment of funds to webmaster may be suspended and earned funds may be frozen in case of violation by webmaster of rules of work with the Partner Network depending on the gravity of committed violation, at discretion of dr.cash.

By joining this Agreement, participants of the Partner Network agree that leads and traffic resulted from mistakes, fraudulent and deceptive actions are not paid to webmaster.

dr.cash reserves the right to withhold in favour of advertiser the amounts of any compensations and reimbursements from the amount of payments due.

8.7. Webmaster is liable on a stand-alone basis for payment of all taxes connected with his participation and/or provision of services within the frames of the Partner Network. Webmaster is obliged to return immediately to dr.cash any monetary funds which were unreasonably paid to webmaster by the Partner Network.

8.8. Webmaster is fully liable for payment details provided and confirms that they are reliable, complete and accurate. All payments will be made to the payment details specified by webmaster. dr.cash is not obliged to conduct check of payment details provided by Webmaster.

8.9. Advertiser transfers monetary funds for provided services on the conditions determined by agreement with dr.cash, including in relation to amount and due dates of prepayment. Unless otherwise provided, advertiser makes prepayment in the agreed amount within 3 working days from the moment of issue of invoice by dr.cash. Payment is transferred to the settlement account of dr.cash.

Advertiser is entitled to demand from dr.cash to return an unexpended part of prepayment only upon the condition of termination of participation in the Partner Network at its initiative.

9. Representations and warranties of observance of third-party rights and statutory requirements.

9.1. Participants of the Partner Network represent and warrant to dr.cash that they are familiar with laws, rules, customs, law and legal practice of the state of their location and carrying out of activity. By warranting it, participants of the Partner Network are obliged to observe scrupulously these laws, rules, customs and legal practice, as well as to be liable for all their actions (failure to act).

9.2. Participants of the Partner Network are obliged to refrain from performance of any actions directed at infringement of intellectual and other rights of third parties. Upon discovery of facts of deviation from this requirement, dr.cash will remove illegal materials on first demand of right holder.

9.3. By accepting this Agreement, participants of the Partner Network agree to carry out their activity, to manage business and site in accordance with all laws and rules, legal and ethical requirements applicable to them. Sites of participants of the Partner Network should have lawful content and should not have unlawful content.

Participant of the Partner Network warrants that site used by it, as well as links contained on this site do not contain elements of child pornography, materials of sexual character with images of minors, materials containing calls for performance of violent actions and for infringement of third-party rights, insults, obscene messages and defamation, illegal materials, products, services and activity, as well as other information specified in the cl. 7.9 of this Agreement.

9.4. Webmaster gives warranties that site of webmaster:

- does not stimulate users to leave applications against receipt of any remuneration or other incentive;
- is not in stage of development and is accessible at any time;
- contains as a minimum the confidentiality policy determining procedure for collection, use and storage of information of users which is collected by webmaster.

9.5. Advertiser gives warranties that:

- descriptions of goods and their features in marketing materials (on landings, banners and etc.) correspond to reality;
- advertised products (objects of offer) which are subject to mandatory certification and (or) declaring have been certified and(or) declared;
- materials and creatives provided or coordinated by the advertiser fully comply with requirements of legislation of the country of geo offer, as well as with the legislation of the

country of location of advertiser and(or) place of carrying out of advertised activity or place of sale of advertised goods;

- advertiser has received all necessary permissions (licenses, certificates) issued by authorized government bodies or that the object of advertising in accordance with the materials provided is not the activity which, in accordance with requirements of legislation, requires possession of special permission/license/certificate;

- advertiser has taken all other actions required for carrying out of advertised type of activity.

9.6. Advertiser is obliged:

- to provide dr.cash with duly certified copies of corresponding licenses/certificates/declarations within 1 (one) working day from the moment of request;

- to provide dr.cash with reliable information on state registration, certification and(or) licensing in relation to objects of offers, notarially certified copy of certificate of conformity, license and(or) certificate;

- to make all possible efforts for the purposes of assistance in settlement of any claims and/or lawsuits, and/or fulfilment of directions of authorized government bodies asserted to the address of dr.cash in relation to infringement of third-party rights and/or legislation in force in connection with and/or as a result of placement of materials and to compensate for all losses inflicted in connection with such claims, lawsuits, directions, including losses in the form of fines imposed by authorized government bodies for infringement of legislation in force as a result of placement of materials, but not limited to the mentioned.

9.7. Participants of the Partner Network are prohibited from using unreasonably persistent and misleading forms and methods of advertising, including fishing, cybersquatting, typosquatting, combosquatting. Participants of the Partner Network warrant to dr.cash that they will act in accordance with all applicable laws, resolutions and best industry practice in the field of advertising.

9.8. Participants of the Partner Network warrant that materials used or provided by them comply with all applicable laws and resolutions. Webmaster warrants that database belonging to him consists of the materials and data used by him on a legal ground; webmaster has legal rights to use and distribution of all materials protected by copyright and other statutory requirements.

9.9. By accepting this Agreement, webmaster warrants that he has all necessary rights to carry out marketing activity on the proposed advertising platforms, as well as assumes all legal and financial liability for all that's happening on his platforms.

Webmaster is obliged to use creatives exclusively for the purposes of fulfilment of obligations arising out of this Agreement, as well as out of the main industry principles and rules in the field of advertising.

By accepting this Agreement, webmaster is obliged not to give third parties the permission for performance of deceptive and misleading actions, use of deceptive and fraudulent methods and technologies during work with creatives. Webmaster warrants that, in pursuance of this Agreement, he is obliged not to forward traffic to sites not agreed with dr.cash.

9.10. Participants of the Partner Network acknowledge and agree that dr.cash is not liable for violations of laws and resolutions committed by them.

10. Liability of parties and compensation of losses.

10.1. dr.cash is not liable to advertiser for any loss of or damage to data and computer files, loss of business, savings and income, profit, contracts, business relations, infliction of harm to business reputation in connection with performance of this Agreement.

10.2. Participants of the Partner Network are liable for non-fulfilment or improper fulfilment of obligations under this Agreement. Violation by advertiser or webmaster of prohibitions and obligations stipulated by this Agreement may result in dissolution of the Agreement at the initiative of dr.cash with reimbursement to dr.cash of all inflicted damage and losses in full volume.

10.3. Webmaster is not liable for compliance with the legislation of those advertising materials which were furnished to him by advertiser and used by webmaster in unchanged form or those which were agreed by advertiser. At the same time, webmaster is liable for content of materials which were received on a stand-alone basis, as well as for methods and conditions of distribution of creatives.

10.4. Unless otherwise stipulated by this Agreement, dr.cash is not liable to participants of the Partner Network and third parties for infringement of rights, lost profits or losses of any kind, arisen in connection with use of the site or the Partner Network, objects of offers, regardless of grounds of their infliction and regardless of prior notice of possibility of such damage.

10.5. dr.cash disclaims any liability and obligations in relation to content or character of any advertising materials and creatives available on the Site, as well as any products or services advertised in connection with them, methods used by webmaster for promotion and sources of traffic of offers placed in the Partner Network.

Placement in the Partner Network of the link to website not belonging to dr.cash does not mean that dr.cash approves or assumes any liability for content or use of such website. dr.cash is not liable for results of visits by visitors and/or users of third-party (external) resources, links to which may be placed on the site. Webmaster is solely liable for taking of reasonable precaution measures in order to guarantee that websites, loadings, attachments and other similar used files do not contain malicious code and malicious computer programs.

10.6. dr.cash does not bear obligations for protection of rights of participants of the Partner Network in case the corresponding infringements were committed by third parties. Infringement by the User of intellectual rights belonging to dr.cash and(or) other parties entails for the infringer the liability stipulated by the legislation.

10.7. dr.cash is not liable for registration data specified by users on the site, including in the process of registration as participants of the Partner Network. dr.cash is entitled without explanation of reasons to limit, to block access of user to the site with partial or complete removal of information which was placed by it within the Partner Network.

10.8. Participants of the Partner Network agree to indemnify dr.cash from any forms of liability, claims, lawsuits, losses, costs and expenses (including for attorneys) for all unlawful actions and violations of conditions of this Agreement on the part of advertisers and webmasters. In case dr.cash assumes liability for consequences of mentioned violations, participants of the Partner Network agree to pay and to reimburse all expenses, losses and costs resulted therefrom.

10.9. The parties are not liable to each other for non-fulfilment or untimely fulfilment of this Agreement in case impossibility of fulfilment or timely fulfilment of requirements of the Agreement resulted for the reason of force-majeure circumstances – act of God, strikes, earthquake, accident, disorders, fire, failure or interruption of communication, Internet connection, government limitations, damage to server or for any reasons beyond reasonable control of a specific party upon condition of immediate notice by it of the other party of occurrence and termination of force-majeure circumstances. Failure to notify of force-majeure circumstances deprives the party of the right to refer to the mentioned circumstances in case of violation of rules of this Agreement.

10.10. dr.cash is not liable for quality of objects of offers, content and conditions of objects of offers, completeness of established limitations and prohibitions, content of landings, prelandings and other advertising materials, ways of their distribution.

11. Confidentiality rules.

11.1. Any information on commercial activity of participant of the Partner Network, new solutions and technical knowledge (commercial secret), as well as other information, in the course of performance of this Agreement, should remain confidential and is not subject to disclosure (provision), sale, transfer to third parties without written consent of participant. Use of confidential information, its reproduction and copying may be explained only by necessity of

fulfilment of this Agreement and statutory requirements. The mentioned obligation is subject to fulfilment during the period of validity of this Agreement and one year after its termination, unless otherwise agreed.

11.2. Participant of the Partner Network not complying with the rule contained in the clause 11.1 is obliged to defend, indemnify and hold harmless other affected party from any claims, demands, actions, court decisions, settlements, costs, expenses, obligations, losses (including all interest, fines, penalty, as well as other expenses) incurred by indemnified party as a result of non-compliance with the rules and requirements by indemnifying party (and/or its representatives).

11.3. Participants of the Partner Network are obliged to use confidential information exclusively for exercise of their rights and fulfilment of obligations stipulated by the Agreement and conditions of the Partner Program. By joining this Agreement, participants of the Partner Network agree that they will take all reasonable measures for protection of confidentiality of information, prevention of its disclosure and unauthorized use.

11.4. The following information may not be considered as confidential:

- which is or subsequently becomes publicly available for the reasons not connected with violations of this Agreement;
- received in a lawful way from third party without violation of this Agreement;
- information which is not acknowledged to be confidential in accordance with statutory requirements.

11.5. Webmaster is obliged to place on his Internet resources the confidentiality policy determining procedure and conditions of collection, distribution, use and storage of information on users.

12. Other conditions.

12.1. Participants of the Partner Network agree that dr.cash is entitled to demand financial information, data of financial accounting and bookkeeping, as well as information from the used databases and information on financial position for the purposes of control over fulfilment of conditions of this Agreement and the Partner Program.

12.2. Any notices to the address of dr.cash should be executed in written form and are considered to be valid after their sending to dr.cash to the electronic mail address specified on the site.

12.3. Participants of the Partner Network agree to receive notices at the last electronic mail address provided to dr.cash and specified in the account of the Partner Network. Participants of the Partner Network also agree that any electronic notices to their address will comply with requirements to data exchange, including requirements to data exchange in written form.

12.4. Claims of participants of the Partner Network for quality of service, products, as well as other notes, should be sent to electronic mail box of dr.cash.

13. Applicable law and dispute settlement.

13.1. In case any disputes connected with performance of this Agreement arise, the Parties resort to amicable resolution of disputes by way of negotiations.

This agreement should be interpreted and governed in accordance with legislation of Ireland. All disputes arising out of or in connection with this Agreement are resolved in accordance with the procedure stipulated by norms of legislation of Ireland.

13.2. Arbitration clause. The Parties agree that if they fail to settle the Dispute amicably, the Disputeshall be referred to arbitration. You and we agree that any dispute, controversy, difference or claim arisingout or relating to the use of the Service and Terms of service, including the existence, validity,interpretation, performance, breach or termination thereof orany dispute regarding non-contractual obligations arising out or relating to it shall be referred to andfinally resolved by arbitration administered by the Dublin International Arbitration Centre

(DIAC) under The Arbitration Act 2010 in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Ireland. The seat of arbitration shall be Dublin, Ireland. The arbitration proceedings shall be conducted in English.

13.3. dr.cash is entitled to reimbursement of reasonable costs and expenses, including attorneys' fees and arbitration charges, in any proceedings connected with and arising out of performance of this Agreement. No provisions of this Agreement shall be construed as limiting the use by dr.cash of any available remedies.

13.4. In case of detection on the Site of the placed information containing the intellectual property results belonging to third parties, the right holder is obliged:

- to draw up a claim with specification of factual and statutory grounds which enable dr.cash to withdraw information from public access.

- to attach to the claim the evidences of originality of intellectual property result (original exemplar, other documents confirming right holding to the item of intellectual rights);

- to send the package of documents to the electronic mail box of dr.cash.

13.5. Participants of the Partner Network agree that dr.cash is not obliged to assist in search for persons by whose actions their rights and legal interests were infringed.

14. Period of validity and termination of validity of the Agreement.

14.1. Participants of the Partner Network are bound by rules and requirements of this Agreement till the moment of loss of status of participant of the Partner Network or termination of access to the site.

14.2. dr.cash is entitled to terminate registration of participant of the Partner Network and its access to the site as a whole and to the part of the site without prior notice thereof for any actions violating the requirements of this Agreement, applicable legislation, as well as for the actions inflicting harm to rights and legal interests of dr.cash, other participants of the Partner Network and third parties. Subsequent notice of termination of access to the Partner Network will be sent via electronic mail and will enter into force immediately. After termination of status of participant of the Partner Network, webmaster is obliged to cease immediately all advertising activity.

14.3. dr.cash reserves the right, at its sole and absolute discretion, to remove any materials placed on its website at any time and for any reason upon written notice. After removal of any advertisements, webmaster must immediately stop any traffic on offer.

14.4. Participants of the Partner Network are entitled to dissolve this Agreement at any time by sending to the other party seven (7) days' written notice of dissolution. Notice via electronic mail is considered to be sufficient notice for termination of validity of this Agreement. After termination of validity, all licences granted to participants under this Agreement immediately terminate its validity. Access of participant to the Partner Network is terminated.

14.5. After participant of the Partner Network ceases to be bound by conditions of this Agreement, it is obliged to remove immediately from its website all creatives and items of intellectual property provided to it in connection with performance of this Agreement, to cease advertising activity and attraction of traffic. After termination of validity of the Agreement in relation to the participant of the Partner Network, all representations, warranties and obligations, including of financial character, remain in force.

14.6. In case of violation by participant of the Partner Network of the applicable legislation or the conditions of this Agreement, amounts of any earned and unpaid commissions are subject to forfeiture in favour of dr.cash. dr.cash reserves the right to inform on any unlawful actions of participants of the Partner Network to the authorized bodies.

14.7. In case any provision of this Agreement is held invalid or ineffective in accordance with any court judgement or decision, all other provisions of the Agreement remain in force and are subject to fulfilment.