**PUBLIC OFFER TO CONCLUDE A CONTRACT**

The last update: September 9, 2021

About the services provided: the service Webisida.com is the Platform on which one type of Users – Advertisers – are entitled to post their websites and advertising materials or create simple tasks for the purpose of advertising or promoting their websites, goods, and services, and other Users are entitled to visit such websites of Advertisers for a fee, complete tasks, view advertising materials, or publish such advertising materials on their own websites.

The services of the Platform Webisida.com are provided by the company Awebo Ltd incorporated in accordance with the laws of Hong Kong under the registration number 3057713 which has the registered address at Suite A, 19/F Two Chinachem Plaza, 68 Connaught RD Central, Hong Kong (hereinafter referred to as the “**Company**”). The services of the Platform Webisida.com are provided by the Company in accordance with this Public offer to conclude a contract (hereinafter referred to as the “**Agreement**”).

**By creating the Account on the Platform, or by receiving access to the Platform in another way, or by using the software of the Platform provided by the Company, or by receiving other services of the Platform, the User accepts this Agreement and becomes the User of the Platform Webisida.com.**

## **Terms and definitions**

**Platform Webisida.com or Platform** means the internet-platform of the Company which is a set of software tools used for attracting Internet traffic to websites, web-services, or web-applications hosted on the Internet, as well as for researching and testing behavioral factors, collecting analytics, SEO monitoring, market research, influencing brand awareness, and receiving remuneration for visiting web-sites of the Platform Users or for performing tasks posted by Users. The Platform includes the official web-site of the Company [http://webisida.com](http://webisida.com/) which is used for providing the services prescribed by the Agreement (hereinafter referred to as the “**Site**”).

**Account** means the account assigned to the User of the Platform which allows to manage the added advertising platforms and sites, receive information about the amount of funds that may be disposed of by the User, about the history of User’s actions and transactions within the Platform, and User’s requisites, as well as perform tasks posted by other Users of the Platform and receive remuneration for completed tasks.

**Administration** means the representatives of the Company who are responsible for maintenance of the Platform. Administration is the moderators of the Platform who perform any actions related to provision of the services under this Agreement on behalf of the Company.

**User** means a natural person or a legal entity that accepted the Agreement.

**Advertiser** means a User that ordered any services of the Company on the Platform for the purpose of promoting goods, services, or websites on the Internet.

**Partner** means a User that took part in the Referral program of the Platform.

**Multi Accounts** means Accounts registered by the same User or Users at the request of the same User for the purpose of falsifying data about such User or his actions, receiving advantages in competitions organized by the Administration, or in order to circumvent the rules of the Platform (including the Agreement) or technical or organizational restrictions. The following grounds will be sufficient but not the exclusive for recognizing Accounts Multi Accounts: partial or complete matches of IP-addresses or identification data of computers, browsers, Internet-providers (in case of mass registration) that were used for registration of the Account or Account logins, as well as matches of payment requisites, and other signs of affiliation of Accounts with the same User. The signs of Multi Accounts are also registration or access to several Accounts of the same person or persons acting in the interests of the person that already has an Account on the Platform Webisida.com.

**Referral program** means marketing program aimed at increasing the audience of active Users of the Platform by recommending the Platform to friends, acquaintances, and other users of the Internet which provides for remunerating Users (referrers) for attracting new Users (referrals) and assisting referrals in learning the Platform.

## **General provisions**

* 1. The User of the Platform is any legally capable legal entity or legally capable natural person who reached the age of full legal capability under the laws of person’s citizenship or who received consent to conclude this Agreement from a person holding parental responsibility over such a person (a parent or a guardian).
	2. The Platform is provided on “As is” basis. The scope of the services of the Platform is determined by the Company by publishing the information about the respective services on the Site. The User does not have a right to request the Company to modify the work of the Platform. If the User is not satisfied with the work of the Platform, the User is entitled to request the Company to delete User’s Account.
	3. The internal units of account on the Platform are conventional units (c.u.) and credits (cr.). Conversion of conventional units and credits is performed in accordance with the rates established by the Administration. The Users are entitled to use credits for making payments for the services provided by the Platform. The fact of owning the units of account of the Platform does not imply provision of any services to the User. Loans (lending money at interest) have nothing to do with the credits used on the Platform.
	4. The exchange of credits for conventional units is performed in accordance with the rates established by the Company. The Company does not provide any guarantee that the User will be able to exchange credits for conventional units at any point of time. The User has the right to spend credits on available services of the Platform in accordance with this Agreement and the rules of providing such services published on the respective sections of the Site (para.8 Section I of the Agreement).
	5. The Company does not bear any responsibility for the consequences of using the Platform by the User.
	6. The User is entitled to file a complaint related to the work of the Platform to the email address provided on the Site. The Company is considered received the complaint of the User on the 7th (seventh) calendar day after dispatch. The Company shall answer to the complaint within 30 (thirty) calendar days after receiving the complaint. The complaint of the User is reviewed and answered if it was sent to the Company no later than 7 (seven) calendar days after the subject of the complaint has arisen. The Company has the right not to review and answer the complaint if it was sent beyond said term. Any losses of the User resulted from the violation of the term for filing a complaint are not compensated.
	7. Any operations performed on the Site by using the successfully authorized data of the User reflected in the User’s Account are recognized as committed by the User. The operations committed by Users cannot be cancelled. Any operations with the Account can be made by the User only after passing authentication and authorization on the Site. The User having the Account shall keep confidential data used for authentication.
	8. The use of specific services of the Platform is regulated by the rules of the respective sections of the Site which include the information about the services provided. Such rules are the essential parts of this Agreement. The rules of Site’s sections have priority over the provisions of the Agreement in case of any contradictions.
	9. Any actions of the User which are not in consistence with this Agreement shall be agreed upon with the Administration before the User starts taking such actions.
	10. The Administration has the right to amend or supplement this Agreement at any point of time. If the Administration alters the Agreement, the Administration shall notify Users by posting the updated parts of the Agreement on the news section of the Site. The updated version of the Agreement comes into force since the moment of its publication on the Site.
	11. If the User is not satisfied with the updated version of the Agreement, the User has the right to terminate this Agreement by filing an application for withdrawing funds from the Account and deleting the Account.
	12. Each User has the right to become a Partner and take part in the Referral program of the Company. The terms of the Referral program are posted on the respective section of the Site (para.8 Section I of the Agreement).
	13. The Partner of the Referral program has the right to receive remuneration from the Company for attracting new Users of the Platform. The amount of such remuneration, and the procedure and terms for paying such remuneration are determined by the rules of the respective Site’s section in accordance with para.12 Section I of the Agreement.

## **Registration and Accounts**

1. In order to have access to the full scope of the services offered through the Platform under the Agreement, the User is entitled to register on the Site and create the Account.
2. The registration on the Site is voluntary and free of charge. However, the User that did not create the Account on the Site has only a limited access to the services of the Platform within the scope determined by the Company.
3. In order to create the Account, the Company provides the User with data for authentication (login and password). The authentication data is confidential information which shall not be disclosed or used by the User on other websites.
4. In order to create the Account, the User shall provide accurate, full, and actual information about himself within the scope determined by the Privacy Policy of the Company. The violation of this rule is the breach of the Agreement which leads to immediate block of the User’s Account by the Administration.
5. Each User registered without referral link may become a referrer of any other User of the Platform.
6. Each User has the right to create only one Account for receiving services of the Platform. It is prohibited to create Multi Accounts, have access to several Accounts, and login different Accounts, even if they were registered by different persons. If the User violates this rule of the Agreement, the Administration has the right to delete all the Accounts used by the User for receiving services of the Platform or restrict access to the functions of the Platform for such Accounts.
7. Access to the Account is free of charge if the User is actively using the Account. The Account is deemed inactive if during 3 (three) consecutive months the User did not perform an authentication operation with the Account (the User did not login the Account on the Site).
8. If the User is not active during 3 (three) consecutive months (para.7 Section II of the Agreement) the Company charges the User for maintaining the Account in accordance with the rates of the Company published on the Site. The fee for maintaining the Account is automatically withdrawn from the balance of the Account every day if the balance has available funds. If the balance of the Account does not have available funds, the write-off “in the minus” is not made, the debt is not accumulated.
9. The inactive Account of the User can be deleted. The Company sends a notification to the User on the planned deletion of the Account 1 (one) month before the deletion. The notification is sent in a form of an email to the requisites provided by the User. Taking into account the dependence on the correctness of the email provided by the User and on the work of email services, the Company does not guarantee the delivery of notification on the deletion of the Account. The funds remaining on the balance of the Account are charged in favor of the Company as the fee for maintaining of the inactive Account.
10. It is prohibited to sell the Account or provide other persons with access to the Account.
11. If the Account is used for spreading spam in any form, the Account may be deleted without any notification.
12. The Company has the right to block or delete the Account of the User if the User breaches this Agreement.
13. The User is entitled to delete his Account. In order to delete the Account, the User shall pass through authentication procedure and file an application for deletion of the Account by use of the settings of the Account. The funds remaining on the balance of the Account or advertising platforms (sites) is charged in favor of the Company as the fee for deletion of the Account.
14. If the Account is deleted due to the breach of the Agreement by the User, the funds remaining on the balance of the Account are charged in favor of the Company as the fine for violation of the Agreement.

## **The general rules for using the services of the Platform**

1. It is prohibited to use any programs for accessing the Account and performing automatic operations or scripts, as well as to use other means in respect of the Account which did not pass verification and approval of the Administration. It is prohibited to create parasitic (in the opinion of the Administration) load on the server of the Site by performing a large number of operations with the Account. If the number of operations with the Account significantly differs from the average, the User may be fined, and the Account may be deleted. The amount of the fine is determined in accordance with the rates of the Company published on the Site. Each call to the Account is considered an operation.
2. It is prohibited to use any software to hack the Platform, that is, to disrupt its normal functioning. It is also prohibited to create and distribute such software.
3. It is prohibited to decompile, disassemble, modify, reverse engineer, or perform other action in respect of the software of the Platform aimed at researching or modifying algorithms or components of the Platform for cheating or reproducing the functionality of the Platform software.
4. It is prohibited to block downloads of banners, ad codes, and analytics counters when viewing websites of Advertisers. The User bears the full responsibility for downloading such elements.
5. The User shall ensure that the websites of Advertisers are loaded at the maximum speed available and that there are no obstacles for the loads of Advertisers’ websites. If the number of successful websites downloads of the User differs from the average number, the User may be fined in accordance with the rates published on the Site.
6. If the use of the Platform’s services provides that the User shall perform the specific actions determined by the Advertiser, the User shall strictly follow the instructions of the Advertiser. The User shall not use prepared answers to the tests and tasks of the Advertiser, as well as distribute such answers.
7. It is prohibited to place any pages of the Site in hidden frames or other places inaccessible for normal viewing by Users. The elements of the Site shall be visible on the Site in full length and width.
8. It is prohibited to use any services of the Platform for luring away current Users as the referrals. It is also prohibited to create Multi Accounts for illegal participation in Referral program.
9. The administration has the right to annul the credits of the Account if they were received in illegal way.
10. If the User violates the rules of using the services of the Platform provided by the Agreement, the Administration is entitled to block the Account of the User partially or in full. The Company has the right to block the Account permanently or until the violation of the Agreement is eliminated. If the Company blocks the Account of the User permanently, the Company also has the right to delete the Account. The deleted Account of the User cannot be restored. The funds or other types of resources that were on the balance of the Account or otherwise linked to the Account, or spent by this Account are not reimbursed or restored. If the Account is deleted, all the personal data about the User related to the Account (including email, bank accounts, websites of the User) is put in black list. The presence of such data about the User in the black list means that the User cannot create a new Account for using the services of the Platform.
11. If the User violates the rules of using the services of the Platform (para.10 Section III of the Agreement), the Administration may also collect the fine from the User for violation of the rules in accordance with the rates published on the Site. The fine may be paid by the User automatically by withdrawing the number of conventional units or credits equal to the amount of the fine from the balance of the Account. The exact amount of the fine is determined by the Administration depending on the character of the violation.
12. If the amount of the fine imposed by the Administration exceeds the amount of the funds that are on the balance of the User’s Account at the time of the attempt to write-off the fine, the User is granted 10 (ten) calendar days to top up the balance and to pay the fine by using the special function of the Account. If the User does not pay the fine within the prescribed term, the Account of the User is deleted, and all the advertised websites of the User are put in black list. The presence of the websites advertised by the User in the black list means that such websites cannot be advertised neither by the User, nor by any third party.
13. If the User has non-paid fines, the Company has the right to partially block the Account of the User instead of deleting the Account (para.12 Section III of the Agreement). In this case the Company has the right to suspend display of all advertised websites of the User.
14. If the User finds any errors or suspicious operations in any services of the Platform, the User shall inform the Administration about such errors or suspicious operations. Depending on the degree of criticality of the error or vulnerability of the Platform found by the User, the Administration may decide to pay the remuneration to the User that found the error or vulnerability of the Platform. The amount of such remuneration is determined by the Administration.
15. The Site or the software of the Platform may include URLs or display third-party websites, services, or materials which do not belong to the Company and which are not controlled by the Company. The Company does not control and does not bear any responsibility for content, privacy policy, or actions of any third-party websites or services. The Company disclaims any guarantees, express or implied, regarding the accuracy, completeness, reliability of any materials posted on the Site. By accepting this Agreement, the User confirms his understanding that the Company does not bear responsibility for direct or consequential damages related to use of services or materials displayed on the Site. The User also agrees that the Company does not bear responsibility, directly or indirectly, for any damages or losses caused or allegedly caused by the use of such content, goods, or services available through third-party websites and services. The Company strongly recommends Users to learn the terms and privacy policy of any third-party website or service that is visited by the User.
16. The URLs to any third-party products, services, or other information about the trade name, the trademark, the developer, the seller etc. published on the Site does not imply or mean any approval, sponsorship, recommendation, or affiliation from the side of the Company.
17. The User using the services which allow to manage the incoming Internet traffic shall not use algorithms directly or indirectly aimed at hindering the operation of the Platform software or compromising it.
18. The User agrees to receive all the reports on received services and notifications in electronic form (email message, scans, publishing of reports on the Account etc.).

## **The general rules for using advertising services of the Platform by Advertisers**

* 1. The Advertiser is fully liable for the content of all advertised materials irrespective of the creators or sources of such materials, even if the violation was due to the actions of third parties.
	2. The rules related to publishing of advertising materials apply to all types of advertising services provided by the Platform.
	3. The Company does not provide the Advertiser with any guarantees that all the ad impressions will be recorded by third-party accounting systems, does not establish a minimum percentage of discrepancies between the Platform’s statistics and the statistics of third-party accounting systems, and does not make any reimbursements in the event of such discrepancies.
	4. The Company does not give any guarantees that the volume of advertising services or Internet traffic requested by the Advertiser will be provided to the Advertiser. The Company reserves the right to provide the Advertiser with advertising services or Internet traffic in the volume available for the Company.
	5. The Administration represented by the Platform moderator has the right to recognize the Advertiser as a violator of this Agreement if the moderator finds out the signs of illegal use of the Platform by the Advertiser, or if the website hosted by the Advertiser does not match the rules for hosting websites provided by the Agreement or the rules of the respective section of the Site (para.8 Section I of the Agreement) or violates the rights of third parties. In this case the moderator has the right to block access to the website of the Advertiser or impose a fine on the Advertiser in accordance with the rates published on the Site. If the Advertiser tries to unblock the website before the violation of the rules is eliminated, the Company will delete the Account of the Advertiser. At the request of the Advertiser, the moderator tells the reason for blocking the website of the Advertiser and imposing the fine. If the Advertiser does not agree with the opinion of the moderator, the Advertiser has the right to file an application for deletion of the Account.
	6. In order to receive advertising services of the Platform, the Advertiser shall choose the needed type of the ad campaign and fill out the order form on the Site. After that, the Advertiser pays the order by using the balance of the Account through the electronic payment systems connected to the Platform.
	7. The ad campaign is added right after the order of the Advertiser is paid and checked by the Administration for the compliance with the Agreement.
	8. The activation of the ad campaign which provides for sending emails to email addresses of Users is performed within 72 (seventy-two) hours since the Advertiser pays the order and the Administration checks the order for the compliance with the Agreement.

## **The rules for using the advertising services of the Platform**

1. The Site allows to publish, connect, store, host, or make available otherwise websites hosted by Users with the help of the Platform (hereinafter referred to as the “**Websites**”). The User is fully liable for the Websites that he publishes through the Platform, particularly, for the legality, reliability, and appropriateness of such Websites.
2. By publishing the Websites on the Platform, the User grants the Company the non-exclusive royalty-free license to display Websites and distribute URLs of the Websites on the Site, on the websites of Company’s partners, on ad network websites, and on software installation locations or through such software. The term of the license is the term of the exclusive rights of the Websites or parts of the Websites that are copyright works. The territory of such license is the territory of the whole world. The User remains the holder of all the rights in his Websites hosted on the Platform or through the Platform and bears the full responsibility for protection of his rights. The User agrees that the license granted to the Company includes the right of the Company to grant the right to use Websites to other Users of the Platform in accordance with the rules of this Agreement.
3. The User that hosts the Websites on the Platform or through the Platform guarantees that:
4. The copyright in the Website belongs to the User, or the User has the right to use the Website under the license agreement or any other agreement with the copyright holder of the Website;
5. Hosting of the Website with the help of the Platform does not violate the right to privacy, other personal rights, copyright, or any other rights of third parties.
6. It is prohibited to host Websites which create an increased load in web surfing, sections of clicks and mailings. Websites containing many embedded frames, or Websites destroying the controlling frame for web surfing, or Websites included in the Google or Yandex databases of malicious websites are allowed to be hosted through the Platform only if there is an option for displaying in the client program.
7. All the Websites, Advertisements, other advertising materials and content advertised by the User (hereinafter collectively and individually referred to as the “**Resources**”) shall comply with this Agreement and the rules of Site sections (para.8 Section I of the Agreement). The Resource of the User which does not comply with the Agreement or rules of the Site section can be blocked in accordance with para.5 Section IV of the Agreement. In this case the funds remaining in the ad budget of the blocked Resource are not reimbursed to the User.
8. Distribution of Resources within the internal mailing system of the Platform is strictly prohibited.
9. Administration has the right to refuse provision of the services in respect of any Resource without an explanation of the reasons for refusal. The refusal means that the advertising materials of the blocked Resource cannot be hosted on the Platform Webisida.com. The Company does not bear any responsibility for damages caused by such refusal and does not compensate for such damages.
10. Administration has the right to change any settings of ad campaigns of Resources in case of need or in case of complaints. After the change of the Resource settings the User receives the message about the made changes in the surfing section of his Account.
11. The Advertiser is entitled to use the services of the Platform which provide for cooperation of the Advertiser with the User. Such cooperation provides that the User completes tasks by viewing Resources of the Advertiser or by committing other actions with the Resources of the Advertiser, or that the User makes other cooperation with the Advertiser or with the Resources of the Advertiser. The provision of such services by the Company is regulated by the rules of the respective sections of the Site (para.8 Section I of the Agreement).
12. The tasks assigned by the Advertiser to the User may be paid or unpaid. The amount of remuneration paid to the User for completed tasks is established by the Advertiser in accordance with the rates established by the Company. The paid tasks of Advertisers are posted in the section of the Site “Paid tasks”. It is prohibited to post tasks in the “Paid tasks” section of the Site which require sharing of personal data of Users, bank accounts or bill statements number, or debit, credit, or prepaid card number.
13. The Advertiser receiving the services which provide for cooperation with the User (para.5 Section V of the Agreement) shall consider the application of the User for completing the task of the Advertiser within 5 (five) calendar days after the User files such an application. If the Advertiser does not consider the application of the User within the prescribed term, the application of the User will be approved automatically.
14. Users and Advertisers may, if necessary, connect through the internal mailing service of the Platform for clarification of the information necessary for completing or approving the task of the Advertiser, as well as for resolving the dispute between the Advertiser and the User regarding the procedure or the terms of cooperation between the Advertiser and the User (para.9 Section V of the Agreement).
15. When the Advertiser uses the services which provide for cooperation with the User (para.9 Section V of the Agreement), the Advertiser shall describe the procedure of such cooperation (e.g., the terms of performing the task) as accurate and clear as possible.
16. If there is a dispute between the Advertiser and the User regarding their cooperation (para.9 Section V of the Agreement), the Advertiser and the User may refer to the Administration for resolving the dispute. In this case the decision made by the Administration is binding for the parties and can in no way be appealed.

## **The use of traffic exchange service**

Whereas, the Company has developed technology – an application which allows Users to share their Internet-traffic with the Platform Webisida.com and its Users through their devices (hereinafter referred to as the “**application**”), the device of the User becomes the gateway which enables the Platform to transfer the Internet-traffic with the help of the device and the network connection linked to the device. Such Internet-traffic will be used by the Platform and its Users for monetization of this Internet-traffic, including, but not limited to, collection of web-analytics and market analytics, SEO monitoring, market research, cybersecurity etc. because by installing the application the User accepts the Agreement and expresses his desire to use and monetize his Internet-traffic.

1. By installing the application for exchange of traffic and accepting the Agreement, the User becomes the part of the Platform’s network of Users that share their Internet-traffic with the Platform and receive credits for such sharing. The credits can be later converted into money equivalent and withdrawn to accounts of the User in accordance with the established rates and this Agreement.
2. The connection to traffic exchange network means that the User is freely sharing his Internet-traffic with the Platform and its Advertisers. The Advertisers do not know which Internet-traffic of Users they use, and Users do not know which Advertiser uses their Internet-traffic. The Advertiser has the right to request Internet-traffic from the particular country or region. The Platform may accept or deny such requests depending on the amount of the desired traffic, its availability, and compliance with the necessary characteristics and functionality.
3. The compliance with the above also means that not all Users will be able to use the same amount of traffic as it depends on the demand for their Internet-traffic. Moreover, if there is excess of the Internet-traffic from a particular place, the Platform Webisida.com is entitled to restrict sharing of traffic for particular Users to protect the network from excessive use. In order to guarantee the quality of the Internet-traffic for the clients and maximize the potential profit of Users, the Platform restricts the number of simultaneously working applications for sharing traffic on the same IP-address. The Platform may also restrict the use of traffic depending on the type of IP-addresses, the speed of the network, characteristics of devices, and other technical characteristics. These restrictions may be changed and are always disclosed in FAQ posted on the Site.
4. By accepting the Agreement and using the application, the User confirms that he understands and agrees that his Internet-traffic may be used for various business-tasks. Some of such business-tasks may provide for ad impressions, which may lead to the situation when the ad networks will start showing the User ads on the websites visited by the User that do not match the interests of the User. Other clients of the Company may collect data from the Internet, which may lead to the situation when the User will be required to confirm that he is not a robot while visiting a website. Some of the Company’s clients may also use the Platform for access to streaming services etc.
5. If the User has a streaming platform account and the Advertiser uses the User's device as an exit gateway to access the same platform, there is also an unlikely possibility that the User could become unable to use said streaming platform services for a limited amount of time. Despite the fact the Administration takes all the reasonable measures to prevent such undesired consequences for Users, it is the User’s responsibility to share Internet-traffic and comply with local laws, regulations, and agreements with third parties.
6. The Company shares the application for traffic exchange on “as is” basis. The application is provided without any warranties, express or implied, within the scope provided by the applicable legislation. The User agrees that he understands the risk which he can be put to by using the application, and bears the full liability for his right to use the application and share Internet-traffic. The Company disclaims and representations and guarantees and reimbursement of damages, express or implied.
7. The Company does not guarantee and does not promise any specific results from the use or inability to use the application. The Company does not claim and does not guarantee that the application will work accurately and without errors in accordance with the expectations of the User and that the potential results of the application use will meet the expectation of the User or the Advertiser and will not cause any damage, direct or indirect, to them. The Company does not guarantee that no technical errors or other technical problems with the computer or other device of the User will take place.
8. While the User uses the application, electricity or Internet-traffic suppliers may charge the User for the use of electricity, Internet-traffic, mobile data, or any other related services. The Company does not bear any responsibility for the consumption of traffic or any other costs that the User may incur in accordance with the agreements with electricity and Internet-services (or other services) suppliers. The use of the application may be prohibited or restricted by the User’s supplier of services. The application may also not comply with all the rules and policies of services suppliers, that is, the User should agree on the use of the Company’s application with his suppliers.
9. The Users shall assess the risks related to monetization and use of their Internet-traffic, including financial, tax, technological, and other risks.

## **Using the services of broadcasting advertising materials**

Whereas, the Company provides the technology for broadcasting advertising materials on Websites of Users that are connected to the Platform’s network, the Websites of Users become platforms for publishing advertisements of Advertisers.

1. The Websites which can participate in broadcasting of advertising materials shall comply with the following requirements:
2. The Website has meaningful content, that is, it is not a simple list of links to third-party websites on the Internet or third-party advertisements; the content of the Website shall not be directed only at receiving profit from Advertisers of the Company.
3. It is not allowed to post banners or texts on the Website which encourage visitors of the Website to press the ad link, or which artificially attract attention to the ads block, or which can confuse visitors.
4. The presence of low-quality Internet-traffic on the Website is not allowed.
5. The User shall ensure functionality of the Website on all the levels; it is not allowed to have incomplete sections on the Website, that is, parts of the Website that do not function properly.
6. The content of the Website shall not violate applicable legislation.
7. Advertising materials are placed exclusively within the domain for which they are intended.
8. Places for displaying ads on the Website can under no circumstances be hidden; no settings aimed at hiding advertising materials are allowed.
9. It is prohibited to display more than 3 (three) ad blocks on one Website.
10. The User is remunerated for high-quality ad impressions and clicks on ads posted on the Website of the User. The amount of remuneration is determined in accordance with the rates established by the Company. The high-quality ad impressions and clicks are only those one that were made by the visitors of the Website who were really interested in the advertisements. All the tools and ways that artificially enhance or otherwise change the amount of ad impressions and clicks are strictly prohibited without any exception. Such tools and ways include, but not limit to, the following:
11. Attracting non-targeted visitors to the page where the advertising materials are broadcast.
12. Multiple clicks on ads (“multi clicks”).
13. Use of special programs, services, or software for automatic ad clicks, exchange of clicks and initiating ad impressions.
14. Requests, calls, or coercion of Website’s visitors to click ads or follow the links of Resources belonging to Advertisers that posted such advertisements.
15. Deliberately drawing the attention of the Website’s visitors to advertisements using any graphic or text elements and techniques.
16. Use of any software or any other tools for coercing visitors of the Website to make clicks on ads.
17. Paying remuneration or promising to pay remuneration to visitors of the Website for ad clicks or ads viewing.
18. Showing ads while deliberately obstructing the visitor’s navigation on the Website.
19. Placement of inscriptions and/or images next to ads that mislead visitors of the Website.
20. Placement of ads among visually difficult to distinguish blocks or links of the Website.

All ad clicks made by the visitors of the Website due to the application of one or several tools or ways described in this paragraph of the Agreement, as well as due to the application of other means which artificially increase the amount of ad clicks or ad impressions are considered low-quality ad impressions and clicks.

1. Each advertisement shall be published in the way and form in which it is broadcast by the Platform. Modification or caching of the source code or its parts, graphic materials, or text materials of the advertisement is prohibited. The violation of this rule means that all the ad impressions and clicks will be considered low-quality.
2. All the remunerations paid to Users for low-quality ad impressions and clicks are withdrawn from the accounts of Users and returned back to suffered Advertisers. The Company may also block the Account of the User with low-quality ad impression and clicks and prohibit access to the services of the Platform.
3. If the Administration finds out the User has fake clicks on the ads posted on his Website, the Administration is entitled to withdraw from the balance of the User’s Account all or part of the funds credited to the Account of the User for fake clicks.

## **Prohibited Content Policies**

The following Advertisements and/or Websites (Resources) is always prohibited to be present on the Platform.

1. Resources that violate Hong Kong laws, local laws, or international law.
2. Resources of an extremist nature or which include articles or comments of an extremist nature.
3. Resources containing offensive materials (e.g., the goods that are offensive to morality, materials which are offensive ethnically or racial, memorable Nazi items, goods that preach violence, ethnic hatred, hatred, racism, offensive and abusive language and insults).
4. Resources which contain information about drugs and related products, description of drugs or the ways of their creating.
5. Resources which encourage illegal activities or incite others to engage in illegal activities.
6. Resources containing child pornography.
7. Resources which prevent the normal work of the Platform.
8. Resources that display content in an additional pop-up window or use scripts to display content from other websites in an additional pop-up window.
9. Resources containing malicious code or links to malicious code.
10. Resources containing encrypted code.
11. Resources containing links to any services of the Platform.
12. Advertisements containing files or links to the files.
13. Resources that redirect to files, as a result of which the file will be opened/saved/played, or a request will be issued to perform the listed actions.
14. Resources which redirect to any other web-pages.
15. Resources containing self-installing malicious code which bypasses standard browser protection methods, destroys information, blocks particular components of the Platform, or demonstrates any other dangerous activity. Such code includes code which is downloaded through the links, scripts, or tags of third-party websites.
16. Resources containing excessive amount of advertising materials (banners, frames, counters etc.), as well as resources which do not have useful content.
17. Resources which contain information of an openly fraudulent nature or links to fraudulent websites (in particular, the Resources describing ways to make money using magic wallets and exchanging electronic currencies).

## **Deposit and withdrawal of funds**

1. The User has the right at any time to credit funds to the balance of his Account which the User may use to pay for the services of the Platform.
2. Funds are credited automatically by use of payment instruments connected to the Platform. If the Platform did not manage to process the payment of the User automatically, the User needs to refer to the support team of the Administration for manual processing of the payment by sending a request to the Company’s email posted on the Site. The Administration is deemed received the request of the User on manual processing of the payment on the next day after the request is dispatched. The term for manual processing of the payment shall not exceed 48 (forty-eight) hours since the moment of receiving the request of the User by the Administration. Direct transfers to the requisites of the Platform are not processed automatically, funds are not credited to the balance of the Account or advertising platforms during direct transfers.
3. The User of the Platform undertakes to withdraw funds from the balance of his Account only to his own payment (bank) details. It is prohibited to withdraw funds to bank accounts of third parties. If the User tries to withdraw funds to payment details that do not belong to the User, the Administration will block Account of the User partially or in full.
4. Withdrawal of funds is carried out using payment instruments connected to the Platform or manually. The term of processing the application for withdrawal of funds is no more than 7 (seven) business days. For processing of payments, a commission of the Administration is charged in the amount of 2% (two percent) of the withdrawn sum, but not less than 0.01 c.u., and a commission of the payment system or a bank in equivalent, but not less than 0.01. c.u.
5. It is the User’s full responsibility to pay all the taxes and state fees in the country of his tax residency which relate to receiving the payments from the Company or from other Users via the Platform.
6. It is prohibited to use the Platform for exchanging operations, namely, to replenish from an account in one payment system or a bank and withdraw these funds to an account in another payment system or a bank, including with the participation of the Accounts of other Users or accounts of the User in partner systems. Such transfers will be refunded to the Account of the User, and the commission for withdrawal will not be reimbursed.
7. If the Company finds out the Platform is used for money laundering, exchanging operations, or there is suspicion of theft of funds, the application for withdrawal of funds may be frozen until doubts about the legality of the origin of these funds are eliminated.
8. The Company is not responsible for inoperability of interfaces of payment system used to withdraw funds. The term of withdrawal is extended for the period of such inoperability.
9. The User is responsible for input of correct payment details. If it is impossible to make the payment in accordance with the payment details input by the User, the funds are returned to the balance of the Account within 14 (fourteen) calendar days since the moment the payment is requested (or within the term established by the payment system or the bank if such term exceeds 14 (fourteen) calendar days), and the commission for withdrawal of funds is not reimbursed.

## **Intellectual property**

* + - 1. The exclusive rights in the Platform and its original content, as well as the exclusive rights in trademarks and other means of individualization used for individualization of the Platform activities belong to the Company or right holders which provided the Company with the right to use such objects of intellectual property under the license agreement.
			2. The User has the right to use the Platform and/or its parts exclusively within the limits expressly provided by the Agreement.
			3. The User does not have the right to use trademarks and other means of individualization used for individualization of the Platform activities without prior written consent of the Company.

## **The license to use materials of Users**

1. By accepting this Agreement, the User grants the Company non-exclusive royalty-free license to use all the materials posted by the User on the Site.
2. The license provided in para.1 of this Section of the Agreement is granted for the term of the exclusive rights in the objects of intellectual property posted by the User on the Site. The territory of the license is the territory of the whole world.
3. In accordance with the license provided in para.1 of this Section of the Agreement the Company has the right to use materials of Users in the following ways:
4. To reproduce materials, i.e., make one or more copies of the materials in any material form, as well as record them in the memory of an electronic device (right to reproduce);
5. To distribute copies of the materials, i.e., to provide access to reproduced materials in any form, including through the Internet and in other ways, as well as by selling, renting, leasing, lending, importing materials for the purpose of distribution (the distribution right);
6. To publicly display the materials (the right to publicly display the materials);
7. To publicly perform the materials (the right to public performance);
8. To distribute materials in such a way that any person can have access to it online from any place and at any time of their choice (the right to make materials available to the public);
9. To modify materials, i.e., to alter the materials or otherwise create derivative works, including translation of the materials (the right to create derivative works);
10. To sublicense all or part of the Company’s license rights to third parties (the right to sublicense).

## **Availabilities, errors, and inaccuracy**

* + - 1. Taking into account that the Company is constantly updating the products and services within the Platform, the offered products or services may be assessed in incorrect way, or described inaccurately, or may be unavailable. There may be delays updating the information on the Site or in the Company’s advertisements on other websites.
			2. The Company cannot and does not guarantee accuracy and completeness of any information about the Platform or its services, including information on the price of the services, images of products, specifications of the services, availability of the services, and has the right to amend or update information on the Platform and its services and correct the mistakes, inaccuracies and omission at any time without prior notification of Users.

## **Restriction of liability**

Under no circumstances will the Company, its directors, employees, partners, agents, supplies, or affiliated persons be liable for any indirect, consequential, incidental, or specific damages, penalties, or other damages, including loss of profits, loss of data, damaged business reputation or other material or non-material losses resulting from

1. Access, inability to access, use or inability to use the Platform;
2. Any action or inaction of a third party within the use of the Platform;
3. Use or non-use of any content received with the help of the Platform;
4. Unauthorized access, use or alteration of User’s personal data or content based on a guarantee, contract, tort (including negligence) or any other legal form,

Regardless of whether the Company has been informed of the possibility of such damages, even if it is found that the remedy set out in this document has not achieved its main purpose.

## **Disclaimer of warranties**

The services of the Platform are provided without any warranties, neither express, nor implied, including, but not limited to, implied warranty of merchantability, fitness for particular purpose, non-violation of rights, or order of performance.

The Company does not provide any warranties regarding the results of cooperation of the User with third-party services. In particular, the Company does not guarantee the amount of website visits that may be registered by a third-party web-site (e.g., YouTube) or analytics systems (Google Analytics, Yandex Metrica etc.).

* + - 1. The Company, its subsidiaries, affiliated persons, and licensors do not guarantee that
1. The Platform will run smoothly, securely, or with accessibility anytime and anywhere;
2. All the errors and defects will be corrected;
3. The device of the User cannot be infected with a virus or other malicious software while using the Platform;
4. The results of using the Platform will satisfy the requirements and expectations of the User.

## **Applicable law**

1. This Agreement is regulated and governed by the law of Hong Kong without regard to conflict of laws provisions.
2. If any of the provision of the Agreement is declared invalid by a court, the other provisions of the Agreement shall remain their force.
3. This Agreement supersedes any prior agreements that were enacted in relation to the Platform Webisida.com.

## **Force majeure**

1. The parties are released from liability for partial or complete failure to perform their obligations under the Agreement if such performance is impeded by an extraordinary and unavoidable under current conditions circumstance (force majeure).
2. If there is a force majeure which impedes performance of obligations provided by the Agreement by one of the parties, such a party shall notify the other party about the force majeure within 10 (ten) calendar days after such party became aware of the force majeure. If the party notifies the other party about the force majeure, the term for performance of obligations under the Agreement is postponed in proportion to the time during which such a force majeure was in effect. If the party does not notify the other party about the force majeure within the prescribed term, such a party shall be liable for non-performance of its obligations under the Agreement.

## **Duration of the Agreement**

This Agreement is concluded since the date when the User accepted the Agreement until the termination of the Agreement. Each party has the right to terminate the Agreement at any point of time. The Company has the right to terminate the Agreement by blocking or deleting the Account of the User. The User has the right to terminate the Agreement by deleting the Account or the application of the Platform from all his devices.

## **The terms of using personal data**

1. By accepting this Agreement, the User provides the Company with the consent to processing of User’s personal data for the purpose of concluding and performing this Agreement, as well as for other purposes provided by the Privacy Policy of the Company. The full list of collected personal data about the User and the purposes of their processing are determined in the Privacy Policy of the Company published on the page of the Site with the following URL: <http://webisida.com/Home/Privacy>.
2. The User agrees that if he publishes his personal data in a way which allows other Internet users to access User’s personal data, such personal data is considered publicly available and may be used by the Company for providing services of the Platform, if such use does not violate the rules of websites and other resources that contain publicly available personal data of the User. The User also agrees that his personal data is publicly available when the confidentiality rule does not apply to such personal data in accordance with applicable laws.

## **Jurisdictions the residents of which cannot use the services of the Platform Webisida.com**

1. Afghanistan.
2. China.
3. Hong Kong.
4. USA.