

## **RULES TO PARTICIPATE IN THE PARTNER NETWORK CITYADS FOR AFFILIATES**

### *PUBLIC OFFER TO THE CONTRACT FOR RENDERING PAID SERVICES*

Current amendment as of 01.06.2014

These rules for the participation in the Partner Network CITYADS for Affiliates (hereinafter - the "**Rules**") is a legal document that defines the terms of cooperation between the local operator of the Partner Network CITYADS (Internet site [www.cityads.com](http://www.cityads.com)) – the company Utheram Trading Limited, office address:

54 Konstantinou Kalogera. Thetis Building,

3rd Floor, 6021, Larnaca, Cyprus (hereinafter "**Operator**"), and **any Individual Person** (subject to the limitations set out in these Rules) registered in the Partner Network CITYADS as an Affiliate (hereinafter - "**Affiliate**") by completing the registration form and activating the checkbox on the website [www.cityads.com](http://www.cityads.com) "I have read and accept the Affiliate's Rules to participate in the Partner Network CITYADS for Affiliates."

For the purposes of these Rules, the Affiliate and the Operator shall hereinafter together be referred to as the "**Parties**" and separately as the "**Party**".

### **LEGAL STATUS OF THE RULES**

These Rules are a Public Offer to Affiliates that contain all mandatory conditions which form a legally binding **Contract**, concluded between the Operator and the Affiliate as a result of the participation of the Affiliate in the Partner Network CITYADS.

Acceptance of this public offer by an Affiliate is made through the conclusive actions specified in these Rules. Acceptance by the Affiliate this public offer shall give the Operator grounds to consider this Contract concluded between the Operator and Affiliate and binding on each of the Parties.

Acceptance by the Affiliate of this public offer is a mandatory condition to enable the Affiliate to participate in the Partner Network CITYADS.

The Affiliate accepts the terms and conditions of this public offer willingly and in his own interests.

Rules for participation in the Partner Network CITYADS for Affiliates shall subsequently apply to contracts concluded between local operators of the Partner Network CITYADS and Affiliates – sole proprietors and legal entities, unless otherwise specified in such contracts.

### **PARTNER NETWORK CITYADS**

Partner Network CITYADS for Affiliates unites **Advertisers, local operators of Partner Network CITYADS and Affiliates**.

**Advertisers** are individual persons, sole proprietors or legal entities, who concluded a contract with local operators of the Partner Network CITYADS with the aim to create conditions for advertising their goods and/or services through various advertising media on the Internet involving Affiliates.

**Affiliates** are individuals, sole proprietors or legal entities who, on the basis of these Rules or these Rules and the contract concluded between one of the local operators of the Partner Network CITYADS, provide Services for the distribution or placement of the Advertisers' advertising materials on advertisement platforms on the Internet for remuneration, which is paid to an Affiliate for performing a Target Action as defined by the Advertiser and occurring when an Internet user is referred from the advertisement platform to the Advertisers' website.

### **PUBLIC OFFER ACCEPTANCE CONDITIONS**

At the moment the checkbox "I have read and accept the Affiliate's Rules to participate in the Partner Network CITYADS" is activated, the Operator considers that the Affiliate has fully and unconditionally

accepted the terms of these Rules, which gives the Operator grounds to grant access to the Personal Account to the Affiliate. In the future, access to the Personal Account shall be made using the login and password which were specified and/or received by e-mail by the Affiliate upon registration.

Any individual person can be registered as an Affiliate if, in accordance with applicable laws, they have full dispositive legal capacity.

The Affiliate must have a bank account or a PayPal account or any other account approved by the Operator of the payment system.

The Operator has the right to request the Affiliate to confirm the data which they specified upon registration at any time.

## DEFINITIONS

**Services** mean advertising services provided by the Affiliate. The Services include distribution and placement of Advertising Materials on advertisement platforms on the Internet for remuneration, which is paid to the Affiliate for performing a target action, defined by the Advertiser and occurring when an Internet user is referred from the Advertisement Platform to the website of the Advertiser.

**Advertisement Materials** means advertising materials which relate to the Advertisers' goods or services or the Advertiser's clients in text, images, audio, video or mixed materials or digital ad medium, including, as a general rule, a hyperlink to the target page of the Advertisers' website.

**Affiliate's Personal Account (Personal Account)** means the personal section on the site [www.cityads.com](http://www.cityads.com), accessible to the Affiliate by entering the user name (login) and access code (password). Offers can be accessed via the Affiliate's Personal Account.

**Advertiser's Offer (Offer)** means the Advertiser's material terms and conditions concerning advertising goods or services through various advertisement media on the Internet involving Affiliates. All accessible Offers from Advertisers are published in the Affiliate's Personal Account. The Offer shall specify the price of a target action, which forms the basis for calculating the Affiliate's fees.

**Traffic Source** means an **Advertisement Platform** on which the Affiliate distributes Advertisement Materials. When choosing the Advertising Platform, the Affiliate must be certain that the selected Advertisement Platform conforms to the terms of the Offer in accordance with which the Affiliate provides services.

**CITYADS Platform** means specialized software and technological platform which has unique functionality to promote the Advertisers' goods and services according to the CPA model (Cost Per Action). Access to the CITYADS Platform is granted to Affiliates in accordance with these Rules and via a unique URL address [www.cityads.com](http://www.cityads.com).

## SUBJECT OF THE AGREEMENT

The Affiliate undertakes to provide Services as they are defined hereunder and the Operator undertakes to pay remuneration for the Services rendered in accordance with the conditions defined in these Rules. With the aim to facilitate conditions for the provision of Services by the Affiliate, after the Affiliate has registered to the Partner Network CITYADS, the Affiliate is granted access to the Personal Account which contains the Offers available to the Affiliate.

With the aim to render services, the Affiliate has the right to choose any available Offer. When choosing the Offer, the Affiliate undertakes to comply with the conditions specified in such Offer. Compliance with the conditions of this Offer is a material term for complying with this Contract.

## AFFILIATES' ADVERTISEMENT PLATFORM

The Affiliate distributes advertisement materials on advertisement platforms which for the purposes of these Rules means a part of an Internet webpage on the Internet which is administered by the Affiliate. All advertisement platforms are subject to moderation to ensure the compliance of these Rules and the conditions of the Offer.

The Affiliate has the right to use any Advertisement Platform provided that they comply with the following conditions:

- website content, where advertising materials are placed, must comply with the legislation and cannot breach any laws of the country where the Operator and Advertiser are resident;
- advertisement platform must not be specifically prohibited in the Offer as a Traffic Source.

The Affiliate is obliged, upon receiving a request from the Operator about a Traffic Source within 1 (one) working day, to provide data about the Traffic Source; otherwise the Operator reserves the right to impose sanctions against the Affiliate in accordance with these Rules.

At the request of the Operator, the Advertisement Material distributed by the Affiliate on an advertisement platform must be deleted immediately; otherwise Operator reserves the right to impose sanctions against the Affiliate in accordance with these Rules.

The Affiliate has the right to apply to the Operator to confirm that the advertisement platform complies with the conditions of the Offer.

## **RESTRICTIONS**

RESTRICTIONS, SET FORTH IN THESE RULES, ARE MATERIAL TERMS OF THE CONTRACT, CONCLUDED BETWEEN THE OPERATOR AND THE AFFILIATE. A BREACH OF THESE LIMITATIONS GIVES UNCONDITIONAL GROUNDS TO IMPOSE SANCTIONS AGAINST THE AFFILIATE IN ACCORDANCE WITH THESE RULES.

### **AFFILIATE IS FORBIDDEN:**

- TO USE A TRAFFIC SOURCE THAT CLEARLY BREACHES THE CONDITIONS OF THE OFFERS FOR WHICH THE AFFILIATE PROVIDES SERVICES.
- TO USE ANY TECHNOLOGY AND FORMS OF COOKIE STUFFING (COOKIE DROPPING) AS WELL AS SCRIPTS THAT ALLOW THE PROVISIONS OF COOKIES FROM SITES THAT THE USER HAS NOT ACCESSED AND NOT VIEWED. IT IS FORBIDDEN TO TRANSFER, REPLACE, PROCURE THE REPLACEMENT OF THE COOKIES TO OTHERS, WHICH DO NOT BELONG TO WEBSITES VIEWED BY THE USERS, INTER ALIA, AND REPLACE COOKIES WITH THE AID OF USING POP UP, IFRAME, AS WELL AS REPLACEMENT WHEN INCLUDING THE ADDRESS OF AN EXTRANEOUS WEBSITE IN THE FORM OF AN IMAGE ON THE APPLICABLE SITE.
- TO USE ADVERTISEMENT MATERIALS AND INTELLECTUAL PROPERTY, INTER ALIA, TRADE MARKS OF ONE ADVERTISER FOR THE PROVISION OF SERVICES FOR AND ACCORDING TO THE OFFER OF ANOTHER ADVERTISER.

- TO USE A TRADE MARK OF AN ADVERTISER WHEN CREATING ANY ADVERTISING MATERIALS WITHOUT THE PERMISSION OF THE ADVERTISER, IF THE CONTRARY IS NOT DEFINED IN THE OFFER.

THE SERVICE THAT IS PROVIDED BY THE AFFILIATE IS CONSIDERED IMPROPERLY PERFORMED AND IS NOT SUBJECT TO PAYMENT IF WHILST PERFORMING THE SERVICE THE AFFILIATE:

- BREACHED THE VALID LEGISLATION OF THE COUNTRY WHERE THE ADVERTISER OR OPERATOR IS RESIDENT;
- PROCURED, BY ARTIFICIAL AND FALSE MEANS, THE NUMBER OF TARGET ACTIONS TO BE INCREASED, WHICH DO NOT RELATE TO REAL INTERNET USERS WHO ARE INTERESTED IN THE GOODS AND SERVICES OF THE ADVERTISER.

WHEN THE OPERATOR DETECTS A BREACH BY THE AFFILIATE OF THE TERMS OF THIS SECTION, THE OPERATOR IMPOSES ONE OF THE FOLLOWING FORMS OF LIABILITY, PROVIDED IN THESE RULES.

IN CASE THAT, IN CONNECTION WITH A BREACH OF THIS SECTION BY THE AFFILIATE, THE OPERATOR OR OTHER LOCAL OPERATOR OF THE PARTNER NETWORK CITYADS IS SUBJECT TO ADMINISTRATIVE, CIVIL OR OTHER LIABILITY, THEN THE AFFILIATE MUST INDEMNIFY DAMAGES INCURRED BY THE OPERATOR OR OTHER LOCAL OPERATOR OF THE PARTNER SITE CITYADS DUE TO THE FACT THAT THE LATTER PARTIES ARE SUBJECT TO LIABILITY, INCLUDING, ADMINISTRATIVE AND JUDICIAL EXPENDITURE.

## **RENUMERATION**

The Affiliate is paid remuneration for the proper provision of services.

The Services provided by the Affiliate in each case are considered properly rendered upon the performance of a target action, specified in the Offer.

The amount of the Affiliate's remuneration is defined by the performance of 1 (one) Target Action and quantity of overall performed Target Actions.

The cost of a Target Action may be subject to change. The cost of a target action, existing at the time of

performing the target action, is used to calculate the remuneration.

The Parties recognise that the remuneration of the Affiliate is the full and exhaustive sum payable by Operator to the Affiliate for the Services rendered. Expenses that the Affiliate incurred in connection with the provision of the Services are not reimbursable.

The Affiliate is entitled to receive remuneration, provided that the Services have been properly and fully rendered. The Service is considered properly rendered, provided that:

- the performance of the target action stated in the Offer;
- the target action has been performed in relation to an Internet user or by an Internet user (depending on the conditions of the Offer), in relation to which there is data in existence, which fixes in the CITYADS Billing System that the target action is performed as a result of the provision of the Services by the Affiliate (for example, the referral of the Internet user to the Advertiser's website occurred as a result of the Internet user clicking on the Advertisement Materials located on the Advertising Platform of the Affiliate);

The Operator shall calculate the remuneration of the Affiliate on the basis of the data received from the CITYADS Billing System. The minimal sum of remuneration totals 1000 Russian Rubles or 30 \$ USD or 20 € EURO.

When the minimum amount of remuneration due has been reached, the remuneration is paid automatically to the Affiliate. For remuneration to be paid, the Affiliate must choose one of the available methods for the payment of remuneration and specify details of the account where the Affiliate would like to receive remuneration in the Personal Account.

The payment of remuneration shall be made monthly on the 1 (first) and 16 (sixteenth) day of the month.

If for any reason, payment of the remuneration due to the Affiliate is not made, then interest shall not accrue on the remainder of the remuneration and is not subject to payment by the Operator.

#### **ENFORCEABILITY OF THE RULES**

These Rules come into force and apply to the Affiliate at the moment the Affiliate performs conclusive actions, specified in these Rules. These Rules shall remain to be valid for an unspecified amount of time and may be subject to change.

The Affiliate has the right at any time to suspend its participation in the Partner Network CITYADS. If the Affiliate has not provided Services within six (6) months, then participation in the Partner Network CITYADS is deemed suspended. To resume participation in the Partner Network CITYADS the Affiliate must restart to provide the Services.

Access to the Partner Network CITYADS by the Affiliate may be suspended by the decision of the Operator, in case of repeated breach of the restrictions set forth in these Rules.

#### **PERSONAL DATA**

With the aim of registering to the Partner Network CITYADS and the Affiliate facilitating the provision of the Services; as well as the aim to conclude a contract between the Operator and the Affiliate, the Affiliate must provide the Operator with personal data.

The content of personal data is contained in registered forms, which shall be completed by the Affiliate upon registration to the Partner Network CITYADS and which may include Surname, Name, Patronymic, personal identification data, telephone, email address, account details for one of the payment systems approved by the Operator, tax identification number and other data.

The Affiliate must state true and accurate data. Personal data of third parties is forbidden cannot be stated. The Operator's relations with the Affiliate are based on the fact that the data provided by the Affiliate is true. Upon the detection of false and misleading data, the Operator has the right to suspend access to the Partner Network CITYADS by the Affiliate.

The Operator processes the data received from the Affiliate and collects, records, stores, systemizes, accrues, checks, uses, depersonalizes, provides, blocks and other use. The Operator has the right to transfer data about the Affiliate to third parties, including other local operators of the Partner Network CITYADS and Advertisers.

### **ACCESS, OPERATION AND ACCESSIBILITY**

The CITYADS Platform is available in certain languages, which the Affiliate can choose in the interface of the Personal Account. Functionality of CITYADS Platform can be changed at any time without prior notice. CITYADS Platform may not be accessible during technical maintenance and at other times. The decision to terminate the operation of the Platform or any part thereof can be made at the sole discretion and at any time. Operator makes no warranty and makes no representation that the CITYADS Platform or any part thereof is suitable or available for use in any particular jurisdiction, and makes no warranty and makes no representation that access to the CITYADS Platform for Affiliates will be error or virus free, uninterrupted and also that servers of the CITYADS Platform will be in constant working order.

### **LIMITATION OF LIABILITY**

OPERATOR AND ITS SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, LICENSORS, OFFICERS, INCLUDING DIRECTORS, UNDER NO CIRCUMSTANCES WILL BE LIABLE TO THE AFFILIATE OR ITS CONTRACTORS OR PARTNERS, AFFILIATES OR OTHER AFFILIATED ENTITIES, IN ANY FORM OF LIABILITY, ARISING OUT OF THE AFFILIATE'S ACCEPTANCE OF THESE RULES FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, FACTUAL, CONSEQUENTIAL, SPECIAL, IMPOSING SANCTIONS OR OTHER DAMAGES, INCLUDING, LOSS OF REVENUE OR PROFITS, MORAL LOSSES, MORAL DAMAGES, DAMAGES FOR LOSS OF BUSINESS GOODWILL, LOSS OF DATA OR ANY OTHER INTANGIBLE PROPERTY, INCURRED AS A RESULT OF REGISTRATION OF THE AFFILIATE TO THE PARTNER NETWORK CITYADS.

THE AFFILIATE SHALL ACCEPT FULL LIABILITY FOR ANY DAMAGES, EXPENDITURES OR DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONNECTION WITH OR AS A RESULT OF THE AFFILIATE ACCESSING AND/OR USING THE CITYADS PLATFORM OR FAILURE TO ACCESS OR USE THE CITYADS PLATFORM BY THE AFFILIATE.

### **COMPENSATION FOR DAMAGES**

The Affiliate shall indemnify the Operator or a local operator of the Partner Network CITYADS, including at the same time their shareholders, subsidiaries, affiliates, licensors, employees, including directors, contractors, including Advertisers, for damages, and fully indemnify the Operator or any such person, any costs or expenses arising from any and all claims of any third parties, as well as any and all liability, claims for payment, claims during litigation (regardless of their form), damages, losses, judgments, court orders, fines, costs, expenses and the costs of legal representation services related to or arising from:

- any breach by the Affiliate of any section of these Rules;
- non-compliance or breach by the Affiliate of any third party rights, including with limitation, other Affiliates;
- misuse of the CITYADS Platform by any third party, if such misuse was made possible because the Affiliate did not take reasonable measures to protect the username and password of the Affiliate in the CITYADS Platform from such misuse.

These Rules shall remain in full legal force regardless of the fact that the Affiliate ceases to use the CITYADS Platform for any reason.

### **WAIVER OF RIGHTS**

BY JOINING THE PARTNER NETWORK CITYADS AND USING THE PLATFORM CITYADS THE AFFILIATE HEREBY DISCLAIMS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE OPERATOR AND ITS SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, LICENSORS, EMPLOYEES, INCLUDING DIRECTORS, COUNTERPARTIES, INCLUDING ADVERTISERS AND ANY OTHER RELATED PERSONS WITH RESPECT TO ANY

AND ALL CLAIMS ARISING OUT OF ANY ACTION TAKEN BY THE OPERATOR OR OTHER LOCAL OPERATOR OF THE PARTNER NETWORK CITYADS, INCLUDING AT THE SAME TIME THEIR SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, LICENSORS, EMPLOYEES, INCLUDING DIRECTORS, COUNTERPARTIES, INCLUDING ADVERTISERS.

#### **JURISDICTION**

These Rules shall be governed and construed in accordance with the laws of the Republic of Cyprus. The legislation which is closely connected to the conditions of the Offer, shall apply to the Offer. The legislation which is closely connected to the conditions of the Offer shall mean the legislation of the country in where the Advertiser is registered.

#### **DISPUTE RESOLUTION**

The Affiliate and the Operator agree to submit to the exclusive jurisdiction of the competent courts of the Republic of Cyprus in relation to the resolution of any legal issues arising from these Rules. These Rules remain in full legal force regardless of the fact that the Affiliate ceases to use CITYADS Platform for any reason.

If the Operator fails to enforce or fails to procure the enforcement of any right which he has under these Rules - this does not constitute a waiver of such right by the Operator.

#### **INJUNCTIVE REMEDIES**

The Affiliate agrees that the Operator may suffer irreparable damage if the Affiliate violates any of the provisions of these Rules. For this reason, despite the fact that the provisions of the Section "Dispute Resolution" of these Rules, in any case of violation of the provisions of these Rules by the Affiliate, the Operator will be entitled to request interim measures and/or the court decision for the performance of the contractual obligations, as well as similar and further judicial remedies that can be accessed in any jurisdiction.

#### **SEVERABILITY**

If a court of a competent jurisdiction finds any provision of these Rules unlawful, void or for any reason they cannot be legally enforced, such provision shall be deemed severable from these Rules and will not affect the validity and legal enforceability of any remaining conditions.

#### **AMENDMENT TO THE RULES**

The Operator reserves the right to modify, update, add, revise or otherwise change these Rules as well as from time to time establish new or additional rules, policies, or conditions with regard to the CITYADS Platform, with or without notice to Affiliate. The Operator may notify the Affiliate about the amendments made to these Rules by sending an email to the email address specified in the Personal Account of the Affiliate, or by distributing a message with the notice on the CITYADS Platform. All amendments to these Rules will come into force immediately and will be incorporated into these Rules when such notice has been sent or distributed. The Affiliate is solely responsible for regularly reviewing these Rules. Use of the CITYADS Platform or any part thereof, after any changes to these Rules have been reflected in the notice on the CITYADS Platform or otherwise made available for examination, by the Affiliate, will be deemed as acceptance of such changes and will reflect the willingness of Affiliates to be bound by them. If the Affiliate does not agree to any such changes, the only available form of refusal for the Affiliate is to stop using the CITYADS Platform.

#### **NO ACCESS RIGHTS TO THE FUTURE**

THESE RULES DO NOT CONFER AFFILIATES ANY RIGHTS WHATSOEVER IN TERMS OF ACCESS TO THE CITYADS PLATFORM BY AFFILIATES IN THE FUTURE. FOR THIS REASON, THE OPERATOR MAY AT ANY TIME SUSPEND ACCESS OR BLOCK ACCESS TO AFFILIATES WITH OR WITHOUT NOTICE FOR ANY REASON. THE AFFILIATE UNDERSTANDS AND AGREES THAT THE OPERATOR CAN PERFORM ONE OR MORE OF THESE ACTIONS WITHOUT NOTIFYING THE AFFILIATE ABOUT THIS IN ADVANCE OR OTHERWISE, AND THE AFFILIATE UNDERSTANDS AND AGREES THAT NEITHER THE OPERATOR NOR ANY OF ITS CONNECTED OR AFFILIATED PERSONS CAN BE LIABLE TO THE AFFILIATE OR ANY OTHER PERSON FOR ANY CESSATION OF AFFILIATE'S ACCESS OR THE ACCESS OF ANY OTHER PERSON TO THE CITYADS PLATFORM OR ANY PART THEREOF.

## **MISCELLANEOUS**

The conditions set forth in these Rules are fundamental terms of the contract between the Operator and the Affiliate, and the Affiliate unequivocally acknowledges and agrees that the Operator is unable to furnish the CITYADS Platform and its functionality to the Affiliate without the restrictions and prohibitions set out in these Rules.

The Affiliate will independently produce the accrual and payment of taxes and other obligatory payments in accordance with the laws of the Affiliate's country of residence.

These Rules, including conditions of the Offers, which were chosen by the Affiliate for the distribution and placement of Advertisement Materials, constitute the entire agreement between the Affiliate and the Operator and replace any prior agreements or discussions between the Operator and Affiliate.

The Operator shall not be liable for any failure to comply with its obligations under these Rules, if such failure was due to a reason or circumstances, reasonably ascertained as being beyond the Operator's control.

The Affiliate agrees that the Affiliate is not considered an agent, partner or employee or a party to a joint venture of the Operator, and that Affiliate should not be presented as such in relations with third parties.

The Affiliate is not entitled to assign its rights and obligations, under the contract concluded between the Operator and the Affiliate, fully or partially undertaken and any attempted assignment in violation of this provision shall be deemed unenforceable. The Operator may assign its rights and obligations under the contract concluded between the Operator and Affiliate without the consent of the Affiliate at any time.

The Operator shall not be liable to the Affiliate in connection with force majeure circumstances, including exceptional circumstances relating to natural disasters, as well as in connection with the adoption of law in any jurisdiction by state authorities which makes it impossible to fulfil these Rules.