

## I. General provisions

1. This Regulations define the rules of joining and participating in the AdRain affiliate program, organized by RSD Growth LIMITED with its registered seat in Cyprus (hereinafter referred to as **Administrator**).
2. The affiliate program referred to in sec. 1 above, hereinafter referred to as the **Affiliate Program**, is a program of promotion of products indicated by the Administrator, using of marketing channels, organized by the participants of the Affiliate Program, hereinafter referred to as **Partners**.
3. The Administrator is not a seller of the products referred to in paragraph 2 above. Their sellers are the Administrator's customers who commissioned the Administrator to promote these products with the help of Partners (these customers shall be hereinafter referred to as the **Advertisers**).
4. By joining the Affiliate Program, the Partner accepts the provisions of the Regulations without reservations.

## II. Joining the Affiliate Program

1. In order to join the Affiliate Program it is necessary to complete the registration form available on the website at [...] and send it to the Administrator by clicking the button assigned to the form's sending function. In order to join the Affiliate Program, it is necessary to fill in all the fields of the form, the completion of which has been marked as mandatory, and to express consents that are necessary for participation in the Affiliate Program, including consent to the processing of the personal data. The person who correctly completed and sent the form referred to in this provision will be hereinafter referred to as the **Candidate for the Partner**.
2. Based on the data contained in the form referred to in sec. 1 above, the Administrator will decide to admit the Candidate for the Partner to the Affiliate Program.
3. After receiving the form referred to in sec. 1 above, the Administrator will contact the Candidate for the Partner at the e-mail address or telephone number indicated by the Candidate for the Partner in the form, in order to verify the Candidate for the Partner in terms of the possibility of participating in the Affiliate Program and to determine the details of the Administrator's and Partner's cooperation under the Affiliate Program. After accepting the Candidate for the Partner to the Partner, the Partner and the Administrator will establish an individual login and password enabling the Partner to access the platform supporting the Partner's account in the Affiliate Program.
4. Admission of a Candidate for the Partner to the Affiliate Program takes place when the Partner logs in for the first time to the platform supporting the Affiliate Program and completes all the indicated data therein, necessary for the Partner and the Administrator to correctly fulfill the obligations resulting from the Regulations.
5. Upon admission to the Affiliate Program the Candidate for the Partner becomes a Partner and all provisions of the Regulations concerning the Partner shall be applied to him.
6. The Administrator reserves the right to contact and admit only selected Candidates for the Partner to the Affiliate Program. Express acceptance of a Candidate for the Partner to the Affiliate Program is a condition for the Partner's participation in the Affiliate Program.
7. Only one Partner account may be assigned to one person at a time.

### **III. Rules of participations in the Affiliate Program and general conditions for conducting Offers**

1. In the frame of the Affiliate Program, the Partner promotes in its own marketing channels, as part of marketing campaigns, the products indicated in the platform supporting the Partner's account in the Affiliate Program (hereinafter referred to as **Products**).
2. In order to start a marketing campaign regarding the Product (hereinafter referred to as: Offer), the Partner should log in to the platform supporting the Partner's account in the Affiliate Program and enter the tab within it, in which there is a list of Offers in which the Partner may take participation/
3. The catalog of Offers in which the Affiliate may participate may change throughout the Partner's participation in the Affiliate Program.
4. Each of the Partners may be provided with a different catalog of Offers at the same time.
5. Throughout the period of participation in the Affiliate Program, the Partner may select any number of Offers in which he intends to participate from the catalog of the Offers which he was provided with.
6. Detailed rules of participation in individual Offer, including in particular the permissible ways of conducting the marketing campaign in the frame of the Offer, information on remuneration due to the Partner and information on the Partner's right to use trademarks of the Products promoted under this Offer and other information on the Products are stipulated in the regulations of each individual Offer, available on the platform supporting the Partner's account in the Affiliate Program.
7. After choosing a specific Offer, the Partner subscribes to participate in it, accepting the terms of this Offer. At that moment, the Partner begins his participation in the Offer.
8. The Administrator reserves its right to differentiate the conditions of participation in individual offer for individual Partner.
9. By participating in each Offer, the Partner is obliged to comply with the provisions of the Offer's regulations.
10. The Partner organizes on his own the tools to create a marketing channel for promoting the Products, including, in particular, concluding an agreement with the hosting entrepreneur on his own, ensuring the maintenance of websites through which he promotes the Products, to create e-mail boxes and telecommunications channels.
11. The Partner creates an advertising message regarding the Products independently and chooses the form of marketing activities, subject to the provisions of the regulations of a given Offer.
12. Each advertising material regarding a given Product should contain a link or other form of reference to the platform enabling to purchase of a given Product on the market to which the advertising material was directed, in a visible and easily accessible place.
13. The Partner undertakes to create an advertising message regarding the Products and conduct Offer in a manner consistent with the requirements of the law of the country to which the advertising message is directed. The content and manner of conducting the Offer should comply, in particular, with the local regulations on combating unfair competition and unfair market practices, consumer protection law, regulations on the provision of electronic services, telecommunications law, personal data protection law and special provision on advertising Products promoted by the Partner as part of individual Offer.
14. The Administrator is not responsible for the content of the advertising message regarding the Products created by the Partner, for the form of conducting Offers by the Partner or for its compliance with applicable regulations. The Administrator is also not responsible for any damage caused to third parties as a result of activities undertaken by the Partner in connection

with his participation in the Affiliate Program and the implementation of individual Offer. If, in connection with the content of the advertising material created by the Partner, any claims of legal entities or actions of public authorities are directed against the Administrator, the Administrator reserves the right to indicate the Partner as the entity responsible for creating this material and for its content.

15. Under the conditions described in sec. 14 above, if the Administrator would be charged with the obligation to pay any amounts in connection with the Partner's illegal activities under the Affiliate Program or if he suffered any damage in this account, he reserves the right to seek recourse claims from the Partner in order to compensate damage suffered by him in connection with such action of the Partner.
16. In the event of the Partner's breach of the Regulations or the rules of Offer in which the Partner participates, the Administrator reserves the right to exclude the Partner from participation in the Offer, in connection with the participation in which the breach occurred.
17. In the event of at least two Partner's breaches of the Regulation or the rules of the Offer in which the Partner participates, or in the event of a serious breach of these provisions, the Administrator reserves the right to suspend the Partner's participation in the Affiliate Program or to exclude the Partner from the Affiliate Program.

## **V. Termination of the Offer**

1. The Administrator has the right to end a given Offer at any time.
2. The Administrator will inform the Partners participating in the offer about the end of the Offer via the platform supporting the Partner's account in the Affiliate Program.
3. Upon end of the Offer, the current billing period for this Offer is also terminated

## **VI. Commission**

1. In return for the promotion of the Products by the Partner, the Administrator will pay the Partner a commission fee, on the terms set out in the regulations of individual Offer, in the accounting periods indicated therein.
2. The rules of paying commission fee may be different for each of the Offer. The Administrator reserves its right to differentiate the terms of payment of commission remuneration in each Offer addressed to individual Partner.
3. The commission fee will be paid to the Partner on the basis of data on the sale of Products as a result of a referral from the marketing channel organized by the Partner, collected by the Administrator.
4. The commission fee is not payable in relations to Products promoted by the Partner in a manner inconsistent with the provisions of generally applicable law and in violation of the provisions of the Regulations and the regulations of individual Offer.

## **VII. Personal data and marketing consent**

1. By joining the Affiliate Program, the Partner consents to the Administrator processing his personal data in order to enable the Partner to use all the functionalities of the Affiliate Program and the platform supporting the Partner's account in the Affiliate Program. Providing the personal data required by the Administrator by the Partner is voluntary but necessary for the Candidate for the Partner to be able to participate in the Affiliate Program and in individual Offer. Detailed rules for the processing of personal data of the Candidates for the Partners and Partners can be found in [privacy policy].
2. By accepting the Regulations, the Partner agrees to receive electronically, via the platform supporting the Partner's account in the Affiliate Program, via e-mail and via telecommunications end devices, including using automatic, calling systems, information about Offers in which the Partner may participate in the frame of the Affiliate Program.

## **VIII. Suspension of participation in the Affiliate Program**

1. If, in the circumstances referred to in provision IV sec. 17 above, the Partner's participation in the Affiliate Program has been suspended, the Administrator, in the message addressed to the Partner, means the time for which the participation is suspended. The period of suspension of the Partner's participation in the Affiliate Program may not exceed 6 months
2. During the suspension of the Partner's participation in the Affiliate Program, the Partner does not participate in the Offer, and if during this period he promotes the Products, he is not entitled to commission remuneration.
3. If the Partner's participation in the Affiliate Program is suspended, the Partner is entitled to commission remuneration for the billing period in which the suspension occurred, due to him in accordance with the regulations of the Offer in which he participated at that time.
4. In special cases, the Administrator may shorten or extend the period of suspension of the Partner's participation in the Affiliate Program.
5. After the suspension of the Partner's participation in the Affiliate Program ceases to exist, the Partner has the right to participate in the Offer again on the terms specified in the Regulations and in the regulations of individual Offer.

## **IX. Exclusion of a Partner from participation in the Affiliate Program**

1. If, in the circumstances referred to in provision IV section 17 above, the Partner will be excluded from the Affiliate Program, from the moment the Partner receives information about this exclusion, he ceases to be a Partner.
2. If the Partner is excluded from the Affiliate Program, the Partner is entitled to commission remuneration for the settlement period in which the Partner was excluded from the Affiliate Program, due to him in accordance with the rules of the Offer in which he participated at that time.
3. If the Partner is excluded from the Affiliate Program, the Administrator shall be entitled to all claims against such Partner in connection with the violation of generally applicable provisions of law, the provisions of the Regulations and the regulations of individual Offer with the participation in the Affiliate Program, in accordance with the provisions of the Regulations.

4. Partner who has been excluded from the Affiliate Program may reapply for admission to the Affiliate Program in accordance with the procedure provided for in point II above, not earlier than after 6 months from the date of excluding him from the Affiliate Program.

#### **X. Resignation from Affiliate Program**

1. The Partner may resign from participation in the Affiliate Program at any time. For this purpose, he should use the appropriate functionality of the platform supporting the Affiliate Program.
2. If the Partner resigns from participation in the Affiliate Program, his participation in the Affiliate Program shall cease on the date indicated by the Partner as the date of resignation from participation in the Affiliate Program.
3. In the event of Partner's resignation from participation in the Affiliate Program, the Partner is entitled to commission remuneration for the settlement period in which the Partner resigned from participation in the Affiliate Program, due to him in accordance with the regulations of the Offer in which he participated at that time.
4. In the event of the Partner's resignation from participation in the Affiliate Program, the Administrator shall be entitled to all claims against such Partner in relations to the violation of the provision of generally applicable law, the provisions of the Regulations and the regulations of individual Offer with the participation in the Affiliate Program, in accordance with the provisions of the Regulations.
5. The Partner who resigned from participation in the Affiliate Program may reapply for admission to the Affiliate Program in accordance with the procedure provided for in point II above.

#### **XI. Resignation from participation in individual Offer**

1. The Partner has the right to resign from participation in the Offer at any time. For this purpose, he should use the appropriate functionality of the platform supporting the Partner's account in the Affiliate Program.
2. The Partner's resignation from participation in the Offer is effective at the end of the Offer's billing period in which the Partner resigned from participation in it.
3. The Partner has the right to re-participate in the Offer in which he resigned, if the Offer will still be included in the catalog of Offers in which the Partner may participate.
4. In the event of the Partner's resignation from participation in the Offer, the Partner is entitled to commission remuneration for the billing period in which the Partner resigned from participation in the Offer, due to him in accordance with the rules of the Offer, from which he resigned.
5. In the event of the Partner's resignation from participation in the Offer, the Administrator shall be entitled to all claims against such Partner related to violation of the provisions of generally applicable law, the provisions of the Regulations and the regulations of individual Offer, in accordance with the provisions of the Regulations.

## **XII. Change of the Regulations**

1. The Administrator has the right to change the Regulations a tany time.
2. The Administrator will inform the Partner about any change to the Regulations via the platform supporting the Partner's account in the Affiliate Program.
3. The amended provisions of the Regulations shall enter into force in the date indicated in the notification of its amendment, but not earlier than 14 days after the Partner receives information about its change.
4. The Administrator may also change the regulations of individual Offer at any time.
5. The Administrator will inform the Partners participating in this Offer about each change of the Offer's regulations via the platform supporting the Partner's account in the Affiliate Program.
6. The amended provisions of the regulations of individual Offer shall enter into force at the beginning of the billing period of the Offer to which the amended regulations apply, but not earlier that 7 days after the Partner receives information about its change.

## **XIII. Miscellaneous**

1. In matters not covered by the Regulations, the provisions of generally applicable law shall apply.
2. The law applicable to the obligations arising from the Regulations and the regulations of individual Offer is Polish law.
3. The court competent to hear disputes arising from the Regulations and the regulations of individual Offer is the court for the Śródmieście district of the Capital City of Warsaw.
4. In the event of a conflict of regulations of individual Offer with the provisions of the Regulations, the provisions of individual Offer shall prevail.
5. The Regulations comes into force on the day of its publication.