

PROMOTION RULES (PARTERS' OFFER)

The applicable law to this Partners' offer is determined by the state in whose territory the person who joins the terms of this Agreement in the order of accession is registered.

A **Business** within the meaning of this Offer is a legal entity or individual entrepreneur who has accepted its terms in full in the order of accession.

A **Company** within the meaning of this Offer is a legal entity that performs the functions of an agent for the use of an Advertising platform based on a license in the territory of the relevant state. The current list of agents is published on the Advertising platform.

The performance of the actions specified in this offer by the Partners is a confirmation of the Licensee's consent to enter into the Agreement on the terms, in the manner and to the extent set out in this Offer. The text of the Partners' Offer set out below is a business offer addressed to Licensees to enter into an Agreement in the order of entering into an accession agreement.

The Agreement is considered concluded and enters into force from the moment when individuals perform the actions stipulated in the Partners' Offer and means that such individuals unconditionally accept all the terms of the Partners' Offer without any exceptions or restrictions on the terms of accession.

The current version of the Partners' Offer is posted on the Advertising platform.

1. TERMS AND DEFINITIONS

Agreement - an agreement that provides the opportunity to conclude an Agreement subject to the provision of the Cashback on the terms and conditions set forth in present Offer. The Agreement is concluded on the terms of the Partners Offer by its acceptance by the Client in the manner specified in Section 2 of the Partners Offer.

Contract - an agreement concluded by the Business with the Client for the sale of goods, in accordance with the current legislation of the country of residence of the Client, subject to the provision of cashback on the terms of the Agreement and Promotions held by the Business.

Personal Account - Licensee's account on the Platform.

Promotion Rules (Partners' Offer) - the unified offers of the Businesses set forth in this Offer on the conclusion of an Agreement governing relations between Businesses and Clients, the subject of which is the conclusion of the Agreement with the receipt by the Clients of a Cashback on the terms and in the amount determined by the Businesses in the Promotions and placed on the Platform.

Company – a legal entity that performs the functions of an agent for using an Advertising platform based on a license on the territory of the relevant state. The company is an operator (Agent) to enable Licensees to conclude a Contract with a Business on the terms of the Partners' Offer by informing Licensees of the provisions of the Promotion Rules, and also ensures that Customers actually receive Cashback.

Bank - a credit organization that provides issuance, registration and servicing of cards. In the Partners' Offer, a Bank is a credit institution that has a license to perform banking operations in the country where the Licensee is present.

Business – a legal entity or individual entrepreneur registered in accordance with applicable law and conducting business in the territory of the relevant state, including through an Advertising

platform, offering Licensees to purchase Goods on the terms specified in the Partners' Offer. On the side of Businesses in accordance with the terms of the Partner Offer are businesses, the list of which is presented on the Advertising platform.

Promotion - a promotion conducted by the Business in accordance with the terms of the Partners Offer and aimed at stimulating sales of Goods for purchases placed on the Advertising platform. Information about the Business Promotion becomes available after clicking on the advertising banner of the Business Promotion.

Licensee - an individual who has passed the registration procedure on the Advertising platform, entered into a license agreement with the Company to use the Platform, within which it is a Sublicensee, and accepted the Partners Offer in the established manner.

Client - Licensee who has concluded the Agreement on the terms of present Partners Offer.

Deferred discount (Discount/Cashback) – a discount from the price of the Product specified in the Contract, provided by the Business in the form of a refund through the Company of part of the money spent by the Customer on the purchase of the Product.

Advertising platform (Platform) – a website in the Internet, as well as software owned or used by the Company, used by it for the purpose of publishing information about the Business, its Promotions. The advertising platform is available in the Internet at the following address: www.myswitplanet.com for US citizens, and www.switips.com and in the MYSWITPLANET mobile app ("Mobile app") for all other countries.

Goods - goods, works, services, results of intellectual activity, proposed for purchase by Licensees in the Business. The price of the Goods is determined by the Business unilaterally independently.

Status - the position of the Licensee when participating in Promotions, which determines the amount of the Deferred promotional Discount due to him, as well as the set of services available to use by the Company. There are three types of Platform statuses:

- Status "Classic" – the basic set of services of the Company that does not require payment and entering the referral link of the inviter, provided to the Licensee after completing the registration procedure and activating the Personal account on the Platform by confirming the mobile phone number and email address;

- Status "Silver" - a basic set of services of the Company for Licenses that do not require payment, provided to Licensee after the registration, subject to the imposition of the Licensee's referral link inviting and account activation of the Personal account on the Platform by confirming your mobile phone number and email address. The "Silver" status is also granted to the Licensee under the conditions of transition from the "Classic" Status»;

- Status "Gold" - a paid set of Company services that entitles the Licensee to receive a deferred discount in an increased amount relative to the "Classic" and "Silver" Statuses. The "Gold" status is provided to the Licensee upon completion of the activation procedure for the Personal account by confirming the email address for a fee, by subscribing for a certain period, or provided free of charge if the Licensee fulfills the conditions for obtaining the status for free, brought to its attention via the Personal account.

2. PROCEDURE OF CONCLUSION OF THE AGREEMENT

2.1. Agreement is an accession agreement. The text of present Agreement is posted on the Platform.

The Agreement shall be deemed concluded and effective in relations between the Licensee and the Business from the moment the Licensee accepts the terms of the Partners Offer, in accordance with the procedure specified in this section of the Partners Offer.

2.2. The Licensee's acceptance of present Offer is considered granted to the Company by clicking on the "Registration" button on the Platform or in the mobile application by the Licensee.

Pressing the “Registration” button without indicating acceptance of the provisions of this Offer by affixing a corresponding “tick” opposite the link to this document is impossible.

2.3. Granting the Licensee's acceptance in accordance with clause 2.2 of the Partners Offer means complete and unconditional acceptance by the Licensee of all the terms of the Agreement without any exceptions or restrictions.

2.4. The fact of conclusion of the Agreement is recorded by the Company in electronic form and stored in the hardware and software complex of the Company. Extracts from the hardware and software complex of the Company can be used as evidence in disputes, including in court.

3. TERMS AND CONDITIONS

3.1. Businesses provide the Licensees with the right to participate in the Promotions they offer, aimed at stimulating the growth of sales of the Goods sold by the Businesses by providing Clients with Discounts on the Goods they purchased.

3.2. The specific Discounts offered by the Businesses are placed on the Advertising Space (Cashback platform) in the corresponding section containing the conditions of the Promotions. Each Licensee sees the discount offered by the Business in accordance with the selected Platform service package.

3.3. The ability of the Client to actually receive the amount of Discounts from Goods purchased in accordance with the terms of the Agreement is provided by the Business through the agency services of the Company by crediting the amounts of Discounts on the Card. The procedure for calculating the amounts of Discounts provided by Businesses is posted by the Company in the Personal Account.

3.4. The rules for the acquisition of Goods and other related services of the Business are determined by each Business independently.

4. RIGHTS AND OBLIGATIONS OF THE PARTY

4.1. The Business must:

4.1.1. In accordance with the Agreement, to provide a Cashback to the Client in the amount and on terms specified in the Promotion, if the Client complies with all the terms of the Promotion.

4.1.2. Independently, to work with complaints from Clients regarding the quality of the Goods and other services associated with the acquisition of Goods.

4.2. The Business has the right to:

4.2.1. Not more often than once in three months prior to the date of purchase by the buyer of the Goods to change the terms of Promotions.

4.2.2. By accepting the terms of the present Offer, the Licensee agrees to the processing by the Business of any information related to the Licensee's personal and/or contact data, with or without automation, including collection, systematization, accumulation, storage, clarification, use, distribution, including transfer to businesses, as well as partners of the Company, cross-border transfer, depersonalization, blocking, destruction of personal data provided in connection with the conclusion and execution of the Agreement. The Licensee agrees with the Businesses to provide the information specified in this clause for the purpose of fulfilling the Agreement and the Contract, as well as for any other purposes directly or indirectly related to the execution of the Agreement and the Contract, offering the products of the Businesses and the Company and sending the Licensee information under the Agreement and the Contract, about new products and services of Businesses and the Company and/or their partners.

4.2.3. At any time request from the Client confirmation of the purchase of the Goods;

4.2.4. At any time request from the Client other additional information regarding the complete purchase of the Goods;

4.2.5. Pay the amount of the Discount within the entire period established on the Platform in the information about the Promotion;

4.2.6. Refuse to provide the Discount in case the Client does not comply with at least one of the conditions of the Agreement and the Promotions placed on the Platform;

4.2.7. Refuse to provide a Discount in case of return of the Goods by the Client (refusal to fulfill the Agreement in whole or in part);

4.3. The Client has the right to:

4.3.1. Send a claim both to the Business and to the Company regarding the fulfillment by the Business of the Agreement no later than 30 (thirty) calendar days from the date of conclusion of the Agreement.

4.3.2. In accordance with the Agreement, receive a Discount in the amount and on the conditions specified in the Promotion in case the conditions of the Promotion are met;

4.4. The Licensee undertakes to:

4.4.1. View the current version of the Agreement hosted on the Platform.

4.4.2. Timely and in full, until the conclusion of the Agreement, familiarize yourself with the terms of the Promotions.

4.4.3. Prior to the conclusion of the Agreement, familiarize yourself with the restrictions of the Businesses for receiving Discounts (if established).

4.4.4. When concluding the Contract and receiving the cash receipt, enter the data of the cash receipt into the Mobile Application within 5 (five) days in order to receive a Discount. At the same time, the Client understands that in case of withdrawal (deactivation) Business from the Platform before entering the data of the cash receipt, the data of the receipt may not be accepted by the Platform and the Discount will not be received.

4.4.5. Independently check the availability of Business on the Platform before making a purchase to receive a Discount, as well as when entering the data of the cash receipt into the Mobile Application in order to receive a Discount. At the same time, the Client accepts that the Company is not responsible for not providing a Discount, if there is no Business on the Platform at the time of purchase, as well as at the time of entering the data of the cash receipt.

5. RULES FOR ACCOUNTING THE AMOUNT OF DISCOUNTS

5.1. The Discount amount is credited automatically to the Client's Personal account balance within the period set by this section.

5.2. All Discounts accrued to the Client are reflected on the balance of the Personal account. The personal account balance is the analytical accounting account of the Advertising platform, which takes into account the Company's obligations to the Client for the payment of accrued Discounts.

5.2.1. Only Discounts received from the Store to the Company's Bank account in accordance with the terms of co-operation are counted on the balance of the Personal account.

5.2.2. The Company is not responsible to the Customer for the Store's failure to fulfill its obligations to pay promotional Discounts, including for failure to fulfill the obligation in due time.

5.3. Accrued Discounts are recorded on the balance of the Personal account in the denomination (currency) in which they were accrued.

5.4. The personal account balance is not an electronic mean of payment, and cash bonuses (Discounts) are not electronic funds. All money transfers made with the use of cash bonuses by the Client are made by the Company with the involvement of payment service companies that have the appropriate licenses, hereinafter referred to as "Payment service".

Information about the attracted Payment services (payment systems) is brought to the Client's attention by placing information on the relevant sections of the Advertising platform and the Client's Personal account.

5.4.1. To Clients who have accepted this Offer, at the Client's request in the Personal Account, the Company transfers the total amount of Discounts to any valid bank card, in any of the possible way, specified in the withdrawal request form submitted through the Client's Personal Account at the Client's choice. The payment Service may set minimum limits on the amount of withdrawal of Discount amounts to the bank card, as well as to charge a commission. The minimum amount of Discounts for withdrawal to a bank card and the amount of the Payment Service commission are brought to the attention of Customers through their Personal Account.

5.5. The timing of crediting the Discount amount depends on the accrual period set by the Store on an individual basis.

6. LIABILITY.

6.1. Liability for the correctness of the information on the Business Promotions communicated to the Licensees, as well as for the untimely publication on the Advertising Site of the changes to the conditions of the Promotions agreed between the Company and the Businesses, lies with the Company.

6.2. The Business bears full responsibility for violation of its obligations related to the size and timing of the transfer to the Company of the Discounts to be transferred to Clients.

6.3. The Business is not liable to Clients for the transfer of the Discount amounts by the last Company, provided the Business transfers the indicated amounts of the Discounts in full to the Company on time.

6.4. Liability for non-compliance with at least one of the conditions of the Promotion, as well as the Agreement, lies on the Licensee.

7. AMENDMENTS OF THE AGREEMENT

7.1. Amendments and/or additions to the Agreement are made by agreement of the Parties in the manner prescribed by this section of the Partners Offer and in accordance with the applicable legislation. The Company places an offer (offer) on planned changes and/or additions to the Agreement at least 6 (six) calendar days prior to the date of their entry into force by any of the methods specified in clause 7.7 of the Partners Offer.

7.2. The Licensee has the right to accept (agree) the Business offer (offer) sent in accordance with clause 7.1 of the Partners Offer in any of the following ways: by making the Licensee fulfillment after 6 (six) calendar days from the date the Company sends the specified offer (offer) of the following actions: to the Personal Account, payment of Goods with a Card, as well as other actions that indicate the Licensee's intention to continue to execute the Agreement; expression of will to agree with the specified offer (offer) in the form of silence (inaction) of the Licensee, which means the failure of the Company to submit a written refusal of such changes and/or additions or a written message from the Licensee about termination of the Agreement due to the refusal of changes and/or additions .

7.3. In order to ensure guaranteed receipt by the Licensee of the offers specified in clause 7.1 of the Partners Offer, the Licensee agrees to contact the Company (on the Platform) at least once every 3 (three) calendar days for information on changes and additions that are planned contribute to the Agreement.

7.4 Business is not liable for any losses incurred by the Licensee caused by the ignorance of the Licensee if the Company duly fulfilled its obligations to preliminarily disclose information about planned changes and/or additions.

7.5. The new version of the Agreement is considered to be amended by agreement of the Parties after 6 (six) calendar days after the publication of the offer (offer) specified in clause 7.1 of the

Partners Offer, provided that the Company does not receive a notice of termination (refusal from changes) of the Agreement.

7.6. The Licensee is notified on the terms of concluding, amending and executing the Agreement, including sending the proposal (offer) specified in clause 7.1 of the Partners Offer, by the Company by publishing the information.

7.7. By publishing information is meant the placement by the Company of information providing the opportunity to familiarize the Licensees with this information, including the placement of information on the Platform. The moment of publication of the Agreement and other information posted by the Company, including the offer (offer) specified in clause 7.1 of the Partners Offer, shall be considered the moment of their placement on the Platform.

7.8. The moment of familiarization of the Licensee with the published Agreement and other information posted by the Company, including the offer (offer) specified in clause 7.1 of the Partners Offer, is the expiration of the period during which the Licensee is obliged to familiarize himself with the published information in accordance with clause 7.3 of the Partners Offer.

8. FINAL PROVISIONS

8.1. Claims regarding the quality of the Platform shall be sent to the Company by e-mail: for US citizens at support@myswitplanet.com, for all other countries at support@switips.com.

8.2. Claims related to the quality of the goods sold by the Businesses, as well as other services associated with the purchase of goods, shall be sent in accordance with the rules established by the Businesses.

8.3. All disputes arising from the Agreement are resolved in the manner prescribed by the applicable legislation.

8.4. The Licensee guarantees that all the terms of the Agreement are clear, and the Licensee accepts the terms without reservation and in full.

8.5. All actions of the Licensee performed in accordance with the Agreement are processed and taken into account by the Company at Eastern European time.

8.6. The Parties have defined English as the language of the Agreement concluded under the terms of the Partners' Offer, as well as the language used in any interaction between the Parties (including correspondence, providing requirements/notifications/explanations, providing documents, etc.).

At the same time, Russian is defined as such language for people living in Russia and the CIS countries.