

DATE OF PUBLICATION ON THE WEBSITE – "01" April 2025

Public agreement (offer) Terms of use of the KIM Affiliates website

1. General provisions

- 1.1. This document is an open offer (hereinafter - the "Offer") of Limited Liability Company «KIM AFFILIATES», a legal entity under the laws of Ukraine, code in the USREOU 45154697 (hereinafter - the "Company"), addressed to an indefinite number of persons, to enter into a service agreement (hereinafter - the "Agreement") on the terms and conditions set forth in this Offer, including all its annexes.
- 1.2. The Company publishes this Public Agreement (Offer) on the website <https://kim-affiliates.com/>. The Offer comes into force from the moment it is posted on the website <https://kim-affiliates.com/>
- 1.3. Pursuant to Articles 633, 638, 641 of the Civil Code of Ukraine, this Offer is a public agreement, and in case of acceptance of the terms and conditions set forth below, any legally capable person or legal entity (User) undertakes to comply with the terms of this Agreement, amendments and annexes thereto.
- 1.4. In this Offer, unless the context requires otherwise, the following terms have the following meanings:
 - **Company** – Limited Liability Company « KIM AFFILIATES », USREOU code 45154697, location: office 105/1, 6 Shepelyeva Mykolya street, Kyiv, 03061;
 - **Company's Partner means** a person who is in a contractual relationship with the Company and agrees to use advertising and/or information materials owned by the Company in order to attract Clients;
 - **Company Partner Profile means** a web page on the KIM Affiliates website (<https://kim-affiliates.com/>) where the Company Partner's advertising and/or informational material and the terms of its use are placed;
 - **Website (Portal) means** the KIM Affiliates website - a set of software and hardware, the result of computer programming in the form of the KIM Affiliates online service, which is located on the Internet at <https://kim-affiliates.com/> and is at the disposal and use of the Company on the basis of a license agreement with the owner of the Website, as well as the Internet pages of the Contractors created using the KIM Affiliates online service;
 - **Website Administration** - Limited Liability Company «KIM AFFILIATES» and/or other persons (subcontractors) duly authorized by the Company to manage the Website and provide Services to Users when using the Website in accordance with this Agreement;
 - **Company Services** means a set of software and hardware provided by the Company for use in accordance with this Agreement for Users on a paid or free of charge basis, including, but not limited to: User registration services, creation of an Account (Personal Account), provision of information;
 - **User (Webmaster/Contractor)** - any legally capable person, individual entrepreneur who has reached the age of 18 or legal entity that has accepted the terms of this Offer, uses the Company's Services and uses the service in accordance with the terms of this Offer and the relevant Agreement;

- **Partner of the User (of the Webmaster/ of the Contractor)** - a person who is in a contractual relationship with the Contractor and is engaged by the Contractor to carry out its business activities as a subcontractor within the meaning of Article 838 of the Civil Code of Ukraine;
- **Client means** a person, that visiting the Resource for distribution of advertising and/or information materials of the Contractor and/or the Contractor's Partners and/or the Company's Partners.

2. Subject of the Agreement

- 2.1. In the manner and on the terms and conditions specified in this Agreement, the Company provides access via the Internet to the computer program "KIM Affiliates Advertising and Analytical Platform", which is available on the Company's Website at <https://kim-affiliates.com/>
- 2.2. Acceptance, which is the moment of full confirmation and unconditional acceptance of all the terms of the Offer, its annexes, rules, additions, which are its integral parts, is the moment of any interaction of the User with the Website, including, but not limited to: registration on the Website, actual use of the Website Services, etc. Access to all available Services of the Website shall be granted after the User signs the Agreement on Accession to the Public Agreement in the form provided for in Section 10 of this Offer.
- 2.3. Any interaction on the Website means that the User has read, understands and unconditionally accepts the terms of this Offer in full without reservations and restrictions;
- 2.4. The Company has the right to engage third parties (subcontractors) to provide Users with all or part of the services for the use of and/or access to the Website.
- 2.5. The User has the right to use the Website to carry out business activities in the field of distribution of advertising and/or information materials owned by the Company's Partners in order to attract Clients on the terms of this Offer.

3. The procedure for use of the KIM Affiliates Website by the User

3.1. The user is allowed:

- 3.1.1. To use and distribute the Company's Partner's advertising and/or information material on their websites and/or User's Partner's websites on the terms and conditions specified in this Offer and the Company's Partner profile in compliance with the current legislation of Ukraine;
- 3.1.2. Advertising and/or informational material of the Company's Partners and the rules of their use are defined in this Offer and on the Website in the profile of the Company's Partner;
- 3.1.3. Collect personal data of Clients using advertising and/or informational materials of the Company's Partners on the terms and conditions specified in this Offer and on the Website in the profile of the Company's Partner in compliance with the current legislation of Ukraine on personal data protection;
- 3.1.4. Transfer to the Company personal data of Clients who have expressed their intention to use the services of the Company's Partner, if the Client's consent has been obtained.

3.2. The User is prohibited from:

- 3.2.1. Use the information posted on the Website in violation of the requirements of the current legislation of Ukraine, this Agreement and/or the terms and conditions specified in the Company's Partner profile;

- 3.2.2. Collect personal data of Clients using advertising and/or informational materials of the Company's Partners and/or transfer them to the Company in violation of the requirements of the current legislation of Ukraine on personal data protection;
- 3.2.3. Carry out any interference with the operation of the Website, copy or otherwise use any component of the Website;
- 3.2.4. Use the Website to carry out business activities in the field of distribution of advertising and/or information materials belonging to the Company's Partners in order to attract Clients using prohibited traffic channels and words;
- 3.2.5. A complete list of prohibited traffic channels and words is available in the Company's Partners' profiles at the following link: <https://kim-affiliates.com/>

4. Rights and obligations of the Company

- 4.1. The Company shall provide access to the Website subject to the provisions of this Offer.
- 4.2. The Users agree that the materials and services of this Website are provided "as is" without any warranties. The Company does not guarantee the accuracy and completeness of the materials, software, and services provided on this Website. If the materials and services on this Website become outdated, the Company is not obliged to update them.
The Company reserves the right, at its sole discretion, to modify or delete any information published on the Website, restrict or terminate the User's access to the Services of the Company's Website at any time for any reason, provided that a written notice is sent to the User.
- 4.3. The Company has the right to place advertising and / or other information in any section of the Website without the consent of the User.
- 4.4. In case of violation by the User of the terms of this Offer, the norms of the current legislation of Ukraine and/or international legal acts, the existence of judicial/executive/administrative and/or other proceedings against the User and/or participation in which the User takes part, the User's actions/inactions that harm and/or may harm the business reputation of the Company, The Company shall have the right to suspend, restrict or terminate such User's access to any of the Services of the Company's Website unilaterally at any time, without being liable for any damage that may be caused to the User by such actions.
- 4.5. The Company has the right to send messages to the Users, including electronic messages to e-mail addresses, mobile phone numbers, social networks of the User containing organizational, technical, informational or other information regarding the use of the Services of the Company's Website.
- 4.6. The Company has the right to assign or otherwise transfer its rights and obligations arising from its relationship with the User to third parties.
- 4.7. In the case of absence of activity* of the User in the personal account on the portal <https://kim-affiliates.com/> for two years, the Company has the right to block and/or delete such personal account and related information without prior notice to the User from all services of the Company.
- 4.8. If the User is inactive* in the personal account on the <https://kim-affiliates.com/> portal for three years, the User loses the right to any payments from the Company and no payments are made.
*The User's inactive in the personal account on the portal https://kim-affiliates.com means the absence of a login to the portal and/or the absence of active sessions and/or actions and/or actions aimed at fulfilling clause 2.5. of this Offer.

5. Conditions about intellectual property

- 5.1. The set of programs, data, trademarks, intellectual property objects, including copyrighted materials and other objects, except as provided for in clause 5.3. of this Offer, used on the Website or being a part of the Website, is the intellectual property of the Company and is protected by the intellectual property legislation of Ukraine, as well as by the relevant international legal treaties and conventions.
- 5.2. The use of elements, symbols, texts, graphic images, programs and other objects included in the Company's Services, other than those permitted in this Offer, without the permission of the Company or other legal right holder is illegal and may result in legal proceedings and civil liability for violators in accordance with the laws of Ukraine.
- 5.3. The advertising and/or information material provided by the Company's Partner and contained in the Company's Partner profile are his/her property.
- 5.4. The User is prohibited from using the intellectual property owned by the Company and/or the Company's Partner for purposes other than the execution of this Offer.
- 5.5. The User is prohibited from changing in any way the advertising and/or informational material provided by the Company's Partner and contained in the Company's Partner's profile or other information on the Website.

6. Liability of the Parties. Limitation of liability

- 6.1. In the event of non-fulfillment or improper fulfillment of their obligations under the terms of this Offer, the Parties shall be liable as provided by applicable law and this Offer. The guilty Party shall reimburse the other Party for the documented losses caused by the violation of the terms of this Offer and/or the current legislation of Ukraine in full.
- 6.2. The Company shall not be liable for any errors, omissions, interruptions, defects and delays in the processing or transmission of data, failures in communication lines, destruction of any equipment, unauthorized access of third parties to the Website that caused the restriction of the User's access to the Services. The Company shall not be responsible for any technical failures or other problems of any telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, failures of e-mail services or scripts for technical reasons, for the normal functioning and availability of certain segments of the Internet and telecommunications operator networks involved in the User's access to the Company's Services.
- 6.3. The Company shall not be responsible for the compliance of the Company's Services in whole or in part with the User's expectations, error-free and uninterrupted operation of the Company's Services, termination of the User's access to the Company's Services, as well as for the safety of the User's login and password providing access to the Company's Services for reasons related to technical failures of the Company's hardware or software, and shall not reimburse the User for any losses related thereto.
- 6.4. The Company shall not be liable to the User or any third parties for any direct and/or indirect losses, including lost profits or lost data, damage to honor, dignity or business reputation incurred in connection with the use of the Company's Services, or the inability to use it, or unauthorized access to the User's communications by third parties.
- 6.5. The Company shall not be liable to the User or any third parties for any direct and/or indirect losses, including lost profits, arising from the use of advertising and/or informational materials belonging to the Company's Partners and/or other information posted on the Website.

- 6.6. The Company shall not be liable to the User or any third parties for any direct and/or indirect losses, including lost profits, arising in connection with the processing/use/dissemination of the Clients' personal data.
- 6.7. The User is fully responsible for providing false information, which results in the Company's inability to properly fulfill its obligations to the User. Each Party guarantees to the other Party that it possesses the appropriate right and sufficient legal capacity, as well as all other rights and powers necessary to enter into and perform this Agreement.

7. Processing of Personal Data

7.1. Processing of the User's Personal Data:

- 7.1.1. The processing of Users' personal data is carried out in accordance with the Constitution of Ukraine, the Law of Ukraine "On Personal Data Protection", other regulatory legal acts and the terms and conditions set forth in this Agreement.
- The Company may engage in data exchange with its affiliated entities (companies operating under common ownership) that may process and use the data for the purposes defined in this Agreement;
- 7.1.2. When registering on the Website, the User voluntarily agrees to allow the processing of his/her personal data, namely, collection, registration, data exchange, accumulation, storage, adaptation, modification, updating, use and dissemination (distribution, sale, transfer), depersonalization, destruction of personal data, including with the use of information (automated) systems;
- 7.1.3. The Company may collect and process the following User data, but not limited to:
- first name, surname, patronymic, date of birth, address of actual residence, place of registration, gender, marital status, passport series and number, photograph, data of the User's authorized representative, User's name, User's details, contact phone numbers, e-mail address, User's location address, other contact details at the User's request;
- 7.1.4. Purpose of processing personal data of Users:
- fulfillment by the Company of its obligations under this Agreement;
 - sending messages of informational, advertising, marketing, etc. nature;
 - providing information on the services provided by the Company, on the fulfillment or non-fulfillment of contractual obligations;
 - providing information related to contests, drawings, and promotions, including the announcement of winners and awarding of prizes to the winners;
 - transfer of User's data to the Company's Partner in case of use of advertising and/or information materials belonging to the Company's Partners in violation of the terms and conditions stipulated by this Agreement;
 - for the purpose of combating fraud and abuse on the Website;
 - at the request of state authorities upon official requests from state authorities.

7.2. Processing of the Client's Personal Data:

- 7.2.1. When collecting personal data of Clients using advertising and/or informational materials of the Company's Partners and/or the Company, the User shall obtain the consent of such Client to process his/her personal data and transfer it to the Company and the Company's Partner in compliance with the applicable laws of Ukraine on personal data protection;
- 7.2.2. The Client's consent to the processing of personal data should be as follows: *"I give the owner/operator of this resource (website/landing page) and financial institutions, and the Aggregator, and its Partners, and third parties my consent and right to transfer,*

collect, store, use, receive, distribute process any information about me, my personal data to banks, microcredit financial organizations, other financial institutions, the Aggregator, mobile operators, third parties, including to/from/through any credit history bureau of Ukraine. This consent is granted to all of the above entities simultaneously in case of repeated processing of my personal data by them."

8. Dispute Resolution Procedure

- 8.1. All disputes and disagreements arising between the Parties shall be settled by way of pre-trial settlement through negotiations and/or submission of proposals for the settlement of such disagreements or disputes. In doing so, the Parties agree that the term for consideration and response by each Party regarding the results of consideration of the proposal received by it from the other Party shall be five (5) business days from the date of receipt of such proposal.
- 8.2. If the Parties fail to reach an agreement and cannot resolve disputes and disagreements in the said pre-trial procedure, the dispute shall be resolved in court in accordance with the current legislation of Ukraine.

9. Term of the Offer.

Procedure for Making Changes and Additions to the Offer

- 9.1. This Offer comes into force from the moment it is posted on the Company's Website and remains in effect until it is revoked by the Company.
- 9.2. The Company reserves the right to make changes to the Offer and / or withdraw the Offer at any time at its sole discretion. In case of changes, such changes shall come into force from the moment the updated version of the Offer is posted on the website in accordance with the provisions of clause 1.2. of this Offer, unless otherwise specified in the Offer.
- 9.3. All the provisions herein constitute the entire text of the Offer, superseding all prior negotiations, correspondences, agreements, proposals, and statements made or expressed by the Parties regarding the subject matter of the Offer, whether orally or in writing.

10. Signing an Application for Joining the Offer

Annex № 1 to the Public Agreement (offer) Terms of Use of the KIM Affiliates website

The deal of accession to the Public Agreement

m. Kyiv

"__" _____ 202__ year

_____ (indicate the name of the company/
full name), _____ tax payer number (code under the USREOU), represented by _____
(indicate the position of the signatory) _____ (full name of the signatory), acting on the
basis of _____ (indicate the document justifying the signatory's action), (hereinafter
referred to as the User), by signing this Statement of Acceptance of the terms of the Public Agreement
(offer) confirms the following:

1. By signing this Agreement, the User joins the Terms of Information Services (adhesion agreement) posted by the Company on the website <https://kim-affiliates.com/>, fully recognizes its terms, agrees to them and undertakes to properly comply with the terms of the Public Agreement (offer), avoiding violations of the current legislation of Ukraine, the Adhesion Agreement and the rights of the Company.
2. By entering into this Agreement, the User is fully aware of the significance of their actions and understands their consequences, the User is familiar with the content of the Public Agreement (offer) of accession.
3. By signing this Application, the User confirms that he/she has read and unconditionally agrees to all the essential terms of the Agreement, that the terms of the Agreement do not deprive or limit any rights of the User, that the Agreement does not exclude or limit the Company's liability for breach of obligation or contain other terms that are clearly burdensome for the User.
4. The User confirms that he/she has provided the Company with his/her consent to the processing of personal data (any information relating to him/her, including, but not limited to, information about his/her surname, full name, patronymic, passport data, contact phone numbers, etc.) in accordance with clause 1, part 2, Article 8, Article 12 of the Law of Ukraine "On Personal Data Protection".
5. The date of this Statement shall be the date of its execution, which is indicated on the first page of this document, regardless of the date of its signing by the Parties.