

Terms of Use

Effective Date: April 14, 2025

1. Who we are, our business activities, and legitimate interests

1.1. **KIM AFFILIATES LLC** (hereinafter also referred to as the “Company”, “KIM Affiliates”, “We”) is a legal entity established and operating under the laws of Ukraine. Legal entity code: [insert EDRPOU code], registered address: 6 Mykoly Shepelyeva St., Apt. 105/1, Kyiv, 01001, Ukraine. Contact email: info@kim-affiliates.com.

1.2. The Company owns and manages the website <https://kim-affiliates.com> and the partner platform <https://tools.kim-affiliates.com>, which enable interaction between advertisers and partners (publishers, webmasters) under the Cost Per Action (CPA) marketing model. The Company may also conduct other business activities not prohibited by applicable law.

1.3. KIM Affiliates is engaged in digital marketing and affiliate services. Our legitimate interest lies in continuing to develop the platform, grow our network of advertisers and partners, enhance user experience and functionality, and maintain the reliability, quality, and security of the services we provide.

2. Scope of these Terms

2.1. These Terms of Use govern access to and usage of the website and platform, rules of registration, operation of personal accounts, participation in affiliate programs, payment processing, personal data handling, and compliance with applicable laws.

2.2. These Terms constitute a public offer. By accessing or using our site and platform, you acknowledge and agree to be bound by these Terms.

3. Key Definitions

- **Website** – kim-affiliates.com and its associated services.
- **Platform** – the partner dashboard at tools.kim-affiliates.com.
- **User** – any visitor or registered user of the site.
- **Partner / Publisher** – an individual or entity promoting offers and earning rewards for completed actions.
- **Advertiser** – an individual or entity placing offers and paying for user actions.
- **CPA model** – a performance-based advertising model paying per user action.
- **Tracking** – the system that records user interactions with partner links and advertiser offers.

4. Registration and Accounts

4.1. To participate in the affiliate program, users must register and provide accurate personal or business information. Users agree to maintain up-to-date and truthful data.

4.2. The Company reserves the right to reject any registration request or suspend an account in cases of policy violations, fraudulent activity, manipulation of tracking, or misconduct.

5. Intellectual Property

5.1. All content on the website and platform, including but not limited to logos, text, graphics, code, and databases, is the intellectual property of the Company or its licensors and is protected by applicable laws.

6. Prohibited Activities

Users are strictly prohibited from:

- Using bots or automated scripts to interact with the platform;
- Generating fraudulent or invalid traffic;
- Contacting advertisers directly without KIM Affiliates' approval;
- Sharing login credentials with third parties;
- Creating duplicate or fake accounts;
- Providing false payment or legal information.

7. Payments

7.1. Payouts to partners are made in accordance with the offer terms, following the hold period, and only for confirmed conversions.

7.2. In case of disputes, the Company's internal tracking and validation data shall prevail.

8. Limitation of Liability

The Company is not liable for:

- Platform interruptions or outages;
- Actions of third-party service providers (e.g., banks, hosts);
- Loss of access due to user negligence;
- Payout delays caused by external systems.

9. Data Protection

9.1. Personal data processing is governed by our Privacy Policy, which is an integral part of these Terms.

10. Amendments

The Company reserves the right to amend these Terms at any time. Updated versions will be published on the website.

11. Contact Information

KIM AFFILIATES LLC

Email: info@kim-affiliates.com

Address: 6 Mykoly Shepelyeva St., Apt. 105/1, Kyiv, 01001, Ukraine