

TERMS & CONDITIONS

GENERAL INTRODUCTION

1. These Terms and Conditions are applicable to your (“client”) use of the Promo-Leads website or platform as a Service provided by Promo-Leads. Clients can create their own campaigns by using the Service (the “Service”). When you use this service; select pictures, headlines and space placement on the web page, you declare that you are at least 18 years old and legally authorized to accept these Terms and Conditions.
2. These Terms and Conditions do not in any way alter the Terms or Conditions of any other agreement you may have with Promo-Leads or its affiliates. Please note that individual results may vary, and as such the Client agrees to indemnify Promo-Leads against any losses. Please note that we may change or add resources to the platform to help kick start your business. Any changes become immediately effective when posted, and the Client is responsible for keeping up to date, reviewing and understanding these Terms and Conditions. If you continue to use the Services, you fully accept these Terms and Conditions and their future amendments. Promo-Leads is an online marketing self-service platform. When you use Promo-Lead’s services, you are able to design, develop and market your own online advertising campaigns and potentially generate commission on a cost per lead basis.

DEFINITIONS AND INTERPRETATION

3. If you opt to use this Service, you agree that you are bound by the headings and sections that are solely included for convenience and do not in any way affect the interpretation of these Terms and Conditions. Words used in this Agreement in the singular form also include the plural form and vice versa; words used in the male form also include the female and neutral form. The word “person” includes an individual, corporate body, partnership, trustee or trust or unincorporated association, executor, administrator or legal representative. If you do not agree with all of these terms, it is advised that you do not use this Service. The number of days indicated to commit an act or indicated for any other purpose, is calculated by excluding the first day and including the last day, referring to business days only.
- 3.1 "Campaign " – an advertisement displayed on a screen of a web page or on a printed page.
- 3.2 "Promo-Leads" a brand owned and operated by EverFirst Services OÜ, Harju maakond, Tallinn, Kesklinna linnaosa, Roseni tn 13, 10111
- 3.3 "Promo-Leads Website" – any website managed by Promo-Leads or affiliated to Promo-Leads, where Registered Campaigns may be presented.
- 3.4 “Delivery Time”– services are delivered immediately if the User launches a campaign himself/herself. Otherwise, the system automatically delivers the services after 5 business days.
- 3.5 “Lead Commission” – a cost per lead (CPL) commission from Qualified Leads on a User’s Campaign.
- 3.6 "Issuance" – the first Registration of a certain Campaign to a certain Registrant.
- 3.7 "Person" – any legal entity, including without limitation corporation, limited liability company, cooperative, partnership, trust, organization or any similar entity.
- 3.8 “Qualified Lead" – internet user actively “opting in” and showing an existing interest in the product and/or service of the website visited.
- 3.9 "Registrant" – a User to whom a Campaign is registered at the Promo-Leads Registry.
- 3.10 "Registration" – the creation of a record at the Promo-Leads Registry which links a certain Campaign to a certain User. Includes “Registered” or “Launch”.
- 3.11 "User" – any Person who registers with Promo-Leads or otherwise opens a user account with Promo-Leads, may also be referred to as the “Client”, “Customer” or “Marketer”.

OBLIGATIONS OF THE USER

4. The User understands and accepts that Promo-Leads is obliged to carry out “Know Your Client Process” (“KYC Process”) and Anti-Money Laundering checks (“AML Checks”). The KYC Process and the AML Checks require that Promo-Leads obtains the following documents from the User:
 - 4.1 A copy of the User’s valid passport or valid identity card, as per International KYC standards;
 - 4.2 A copy of the User’s credit card(s) being used to make any transaction for the Services (front side with only the 4 last digits visible and the back side with the CVV covered);
 - 4.3 A copy of a recent utility bill (no older than 3 months) in the User’s name clearly displaying the User’s address, as per International KYC standards;
 - 4.4 In certain circumstances, a User may be required to provide additional documents including but not limited to, a signed Declaration of Transaction for each transaction and proof of transfer.

COMMUNICATION

5. As long as a Campaign is Registered for a User, the User must have an active email address registered with Promo-Leads (hereinafter: the "Official Address"). The User hereby irrevocably agrees to receive notices from Promo-Leads to the Official Address.
 - 5.1 Any notice, declaration or other communication required or authorized to be given by Promo-Leads to a User, which has been sent by e-mail to the Official Address, shall be deemed as being received, opened and read by the User within 48 hours after sending.
 - 5.2 As long as the User has an account with Promo-Leads, the User agrees to be contacted via e-mail, telephone, skype and text messaging by Promo-Leads and by third parties if relevant, regarding the Services provided by Promo-Leads.
 - 5.3 The User explicitly agrees that judicial documents and/or arbitrational documents, pursuant to the dispute resolution procedure specified in the Terms and Conditions, may also be served to the Official Address.

CREATING CAMPAIGNS

6. To create a Campaign, a User must add funds to his or her Promo-Leads Account. These funds are used by the User to create his/her Campaign(s).
 - 6.1 A User must create his/her own Campaign through Promo-Lead’s interactive platform. The User must personally customize the content, campaign images and ad placement on the websites. The User understands and accepts that he/she is fully responsible for creating his/her Campaign.
 - 6.2 Promo-Leads reserves the right to remove any Campaign created by a User that contains offensive or inappropriate language.
 - 6.3 Once a User has finished creating his or her Campaign, he/she must click save and launch the Campaign.

PROCESSING CAMPAIGNS

7. Campaign services are delivered immediately if the User launches a campaign himself/herself. Otherwise, the system automatically delivers the services after 5 business days.
 - 7.1 Once a Campaign has been Registered, the Campaign itself cannot be completely or partially modified, corrected, amended, updated, cancelled or refunded.
 - 7.2 During the Registration Period, the User will be entitled to receive a cost per lead (CPL) commission for each Qualified Lead generated by the User's campaigns. The commission amount to be paid will be shown in the platform dashboard.

LIMITED RIGHT IN A CAMPAIGN

8. When a Campaign is registered to a User, the User is only granted the exclusive right to receive the Lead Commission during the Registration Period.

- 8.1 The User explicitly acknowledges and agrees that registering a Campaign does not grant the User with any right or title in the Campaign and/or in the content of the Campaign or any part thereof, including, without limitation, any trademark (whether registered or not), service mark, trade name, copyright, licensed right or any other intangible assets of a third party, which might be embedded in the Campaign. Nor, any right or title in any site or sites in which the Campaign is displayed and/or with any right or title in the link contained in the Campaign.

PROMOTIONS AND SPECIAL OFFERS

9. Promo-Leads reserves the right to apply special bonuses, contributions, incentives or price differentiations and to set the conditions for eligibility to such bonuses, contributions, incentives or price differentiations.
- 9.1 Promo-Leads reserves the right to offer a bonus to a User, the conditions under which this is done, are detailed in a Bonus Agreement. Where a User accepts a bonus, the User will be required to read, accept and sign the Bonus Agreement and return this to Promo-Leads.

WITHDRAWAL OF FUNDS

10. For a User to be eligible to withdraw the commission, the user must submit all requested documents to Promo-Leads, including but not limited to KYC documents. The User must not have any issuance of Campaigns on his/her account at the time of the withdrawal request.
- 10.1 All withdrawal requests are subject to the Terms and Conditions of any agreement signed by the User, including but not limited to the Bonus Agreement.
- 10.2 All withdrawal requests must be made through Promo-Leads's platform. If a request has not been made in this way, it may not be acknowledged as a request.
- 10.3 The User may withdraw any eligible amount from his Promo-Leads Account, subject to a withdrawal fee of €40 (hereinafter: "Withdrawal Fees").
- 10.4 Subject to the provisions of Section 10, withdrawn amounts shall be transferred to the User within five to ten (5-10) business-days from the date that the User submitted a withdrawal request. Promo-Leads transfers fund withdraws to the original source of remittance.
- 10.5 Without deviating from the Withdrawal Fees, the User shall bear all costs, fees and commissions charged by third parties (such as banks, credit card companies, etc.) on any money transfers.

ACCOUNT MANAGEMENT FEES

11. Promo-Leads reserves the right to update the Management Fees from time to time at its sole discretion and/or to apply different Management Fees to different accounts and/or to different Users.
- 11.1 In accordance with the current Management Fee policy, discounts on Management Fees are applicable as per the Promo-Leads account manager discretion.

OBLIGATIONS OF PROMO-LEADS

12. Throughout the Registration Period, the Registrant's user account with Promo-Leads will be credited for each Qualified Lead, as per these Terms and Conditions.

REPRESENTATION AND GUARANTEES FOR THE USER

13. These Terms and Conditions (i) have been duly and validly executed and delivered by the User; (ii) are within the legal capacity and power of the User; (iii) do not require the approval or consent of any other Person; (iv), constitute a legal, valid and binding obligation of the User and are enforceable against the User, by Promo-Leads.
- 13.1 All statements made, and information provided by the User at any time to Promo-Leads, is complete and accurate.

- 13.2 The User shall not promote a Registered Campaign through unsolicited emailing, newsgroup postings, job sites, classified ad sites or any other method of mass communication which may result in a reason for legal action (civil or criminal) under any Anti Spamming Law (hereinafter: "Spam Promotion"). Any Spam Promotion by a User shall result a material breach of these Terms and Conditions, whereby the User shall pay to Promo-Leads liquidated damages of \$100 per spam email or posted website that is reported to Promo-Leads. Such liquidated damages shall be in addition to, and without prejudice to or limiting any other rights and remedies available to Promo-Leads in law or in equity.
- 13.3 Promo-Leads will manage all the refunds and may return money to all Users if they are not satisfied with the Product within 5 days of transaction date. If you are not satisfied with the Product and want to request a refund, please contact us at support@promo-leads.com
- 13.4 The User shall not, directly or indirectly, jointly or in conjunction with any other Person, take part in any activity that may generate leads which do not result from actual voluntary activity of a Person or otherwise contribute to fraudulent opt in on a Registered Campaign.

PROOF OF DELIVERY OF SERVICES

14. Promo-Leads's Registry records the Registration of a User's activity and use of the Services. Delivery Time for services are deemed as 'services delivered' immediately when the User launches a campaign himself/herself. Otherwise, the system automatically delivers the services after 5 business days.

CARD NOT PRESENT TRANSACTIONS

15. Promo-Leads is an online Service provider. Services are paid and redeemed during card not present transactions.
- 15.1 Promo-Leads maintains levels of compliance with the Payment Card Industry Data Security Standard and uses virtual security through authorization and authentication by a User, prior to any transaction being processed.
- 15.2 A User must 'click to accept' Promo-Leads's Terms and Conditions in order to open an Promo-Leads account and become a User of the Services, if not, a User will not be able to open an account with Promo-Leads. The User is responsible to ensure that he/she has read and understood the Terms and Conditions before any transactions are being processed.

COMPLAINTS

16. If a User is not satisfied with our Services, he/she must send a written notice to support@promo-leads.com
- 16.1 All written complaints will be recorded by Promo-Leads and the User will receive a written confirmation within three (3) business-days of receipt. Promo-Leads will investigate any complaint and reply (email or telecom) to the User within ten (10) business-days, explaining how the problem will be handled. If this is not possible, an interim response will be made informing the User of the action taken to date or what is being considered.
- 16.2 Promo-Leads reserves the right to settle a complaint in any manner it deems appropriate. Such action is not an admission of liability or wrongdoing.

RESERVATION OF RIGHTS

17. Promo-Leads reserves the right, but is not obliged, to monitor transactions and communications that take place through the website and/or Service. If we determine, in our sole and absolute discretion, that you or another User has or will breach these Terms and Conditions or that such transaction or communication is inappropriate, we may cancel such transaction or take any other action to restrict access to or the availability of any material that may be considered objectionable, without being liable towards you or any third party.
- 17.1 Representatives of Promo-Leads may use pseudonyms during User interactions.
- 17.2 Promo-Leads may modify the website and/or our Services at any time with or without informing you

and will not be liable for doing so.

COMMISSION DISCLOSURE AND DISCLAIMER

18. Promo-Leads is an advertising marketplace with many different types of Users. Some of our Users are also our affiliates and can earn commissions by referring people to Promo-Leads.
- 18.1 Any commission statements, or earnings or income examples, are only estimates of what is possible and what some people have earned. There is no guarantee that you will earn the same, you must accept the risk that you might earn less. Any and all claims or representations regarding commission earnings on our web site, are not to be considered as average earnings. Testimonials are not representative.
- 18.2 Promo-Leads's Services or website may contain information that includes or is based upon future statements. Future statements give our expectations or forecasts for future events. The use of words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and other words and terms of similar meaning in connection with a description of potential earnings or financial performance. Any and all future statements are intended to express our opinion of earning potential. They are only opinions and should not be relied upon as fact.
- 18.3 Online businesses and earnings derived therefrom, entail unknown risks, and are not suitable for everyone. Making decisions based on any information presented in our Services or web site, should only be done with the knowledge that you could suffer losses, or earn no commission at all.

USE OF THIRD-PARTY SOFTWARE OR WEBSITES

19. Promo-Leads may recommend the use of software, information, products, or websites that belong or are managed by third-parties. We offer or facilitate this recommendation by hyperlinks or other methods to help your access the third-party resource.
- 19.1 While Promo-Leads endeavors to direct you to helpful, trustworthy resources, Promo-Leads cannot endorse, approve, or guarantee software, information, products, or services provided by or at a third-party resource or monitor changes in the resource. Therefore, we are not responsible for the content or accuracy of any third-party resource or for any loss or damage of any kind as a result of the use of, or for any failure of, products or services provided by or from a third-party resource.
- 19.2 We recommend these resources on an "as is" basis. When you use a third-party resource, you will be subject to its terms and licenses and you will no longer be protected by our privacy policy or security practices, which may differ from the third policy or practices or other terms. You should familiarize yourself with any license or terms of use of, and the privacy policy and security practices of, the third-party resource, which will govern your use of that resource.

LIMITATION OF LIABILITY

20. Promo-Leads provides the website, the Services, and all content on an "as is" and "as available basis".
- 20.1 The User acknowledges and agrees that subject to the undertaking of Promo-Leads specified in the Terms and Conditions, Promo-Leads has not made, nor shall be deemed to have made, and to the fullest extent permitted by law, the User shall be deemed to have expressly waived, any representation, warranty or guarantee, explicitly or implicitly in connection with the services provided by Promo-Leads. The User's activity with Promo-Leads shall be at the User's sole risk.
- 20.2 The user acknowledges and agrees that Promo-Leads has not made, nor shall be deemed to have made, and to the fullest extent permitted by law, the User shall be deemed to have expressly waived, any of the following representations, warranties or guarantees, explicitly or implicitly:
 - 20.2.1 Any representation, warranty or guarantee that the operation of Promo-Leads Websites or any part thereof will be uninterrupted or error-free and/or any Promo-Leads Websites or any part thereof might be hacked;

20.2.2 Any representation, warranty or guarantee as to the financial prospects and risks associated with the Registration of Campaigns, including but not limited to: (i) any representation, warranty or guarantee that

Registered Campaigns will generate any commission whatsoever to the User;

20.2.3 Any representation, warranty or guarantee as to the completeness and/or effectiveness and/or functionality and/or instalment and/or maintenance of any third-party software, which is operating on the Promo-Lead's platform or available on the Promo-Leads Websites.

20.3 Without prejudice to the limitation of liability referred to in any provision of these Terms and Conditions, Promo-Leads, its directors, officers, shareholders, employees or agents, and any affiliate of the same, shall in no event be liable towards any User for any loss of earnings, loss of business opportunities, or any other direct, indirect, incidental, special, punitive or consequential damages whatsoever, arising from or related to these Terms and Conditions, even if Promo-Leads has been advised of the possibility of such damages.

INDEMNIFICATION

21. The User undertakes to release, protect, defend (including payment of reasonable attorney's fees and costs of litigation), indemnify, save and hold harmless Promo-Leads, its directors, officers, shareholders, employees or agents, and any affiliate of the same (hereinafter: the "Releases"), from and against any and all liability, claims, losses, damages, punitive damages, costs, expenses, attorneys' fees, demands, legal suits and causes of action of any kind and character, incurred in connection with any claim caused by, arising from, asserted against, resulting from, or suffered by such Releases in connection with or in any way caused by a breach of these Terms and Conditions, including, without limitation, any of the following:

21.1 Any misrepresentation or breach of any representation, warranty, covenant or obligation of the User referred to in these Terms and Conditions or in any declaration, representation, warranty, covenant or obligation made or delivered in connection herewith;

21.1.2 Any misrepresentation or breach of any representation, warranty, covenant or obligation of the User contained in any information otherwise provided to Promo-Leads by the user;

21.1.3 Any infringement of any privacy right or reputation right of any Person, including any kind of libel, defamation, slander, barefaced lie or any other way of expression which raises or might raise a cause of action.

21.2 To remove all doubt, all indemnity obligations and/or liabilities assumed by the User shall not be limited and without regard to the cause or causes thereof, including, but not limited to, pre-existing conditions, whether such conditions are patent or latent; strict liability under any code of law or other type of strict liability; breach of agreement; tort, breach of duty (statutory, agreement, common law or otherwise) or the negligence or fault of any party, including, but not limited to, that of the Releases, whether such be sole, joint or concurrent, active or passive; or any other theory of legal liability.

Notwithstanding the foregoing, the indemnification provisions do not apply in case (and only in case) of willful misconduct of the Releases.

21.3 The indemnifications mentioned in these Terms and Conditions shall apply to all types of liabilities specifically covered by the indemnifications whether such liabilities are incurred directly by the Releases or indirectly through the operation of an indemnification Agreement with another party provided that the liability for which such indemnification is sought, arose from or occurred as the result of the performance of the User's obligations hereunder.

21.4 All Persons who may become Releases other than Promo-Leads itself shall be deemed to be third-party beneficiaries of these Terms and Conditions for the sole purpose of enforcing an indemnity expressed to be for their benefit.

DISPUTE RESOLUTION

22. The User irrevocably agrees that any dispute related to a Registered Campaign or otherwise related to these Terms and Conditions, shall be resolved by binding arbitration, rather than in court. Estonian Law, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between a User and Promo-Leads.

22.1 There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) on an individual basis and must follow the terms of these Terms and Conditions as a court would.

22.2 The User irrevocably agrees that any proceedings to resolve a dispute will be conducted only on an individual basis and not in a group, consolidated, or representative action. If for any reason a claim is proceeded in court rather than in arbitration, the User waives any right to a jury trial.

BREACH

23. A breach by a User of a representation or warranty referred to in these Terms and Conditions shall constitute to a material events of default (each an "Event of Default") by such User.

23.1 In any Event of Default, in addition to and without prejudice to or limiting any other legal rights or remedies available to Promo-Leads, in equity or under these Terms and Conditions, Promo-Leads may elect, at its sole discretion, to: (i) immediately block the account of the applicable User, either temporarily or permanently, where such User shall not be entitled to any refund of any fees paid by him/her; and/or (ii) settle any outstanding amounts in the account of the applicable User with any damages caused to Promo-Leads.

23.2 To remove all doubt, the User acknowledges and agrees that no remedy conferred by any of the specific provisions of the Terms and Conditions herein is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and except as otherwise expressly provided for herein, each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or currently or hereafter existing at law, in equity, by statute or otherwise and no provision hereof shall be construed so as to limit Promo-Lead's available remedies in the event of a breach of these Terms and Conditions by a User. Therefore, the election of any one or more of such remedies by Promo-Leads shall not constitute a waiver by Promo-Leads of the right to pursue any other available remedy.

COPYRIGHT AND TRADEMARK NOTICES

All contents of the Services provided under these Terms and Conditions are copyrighted by Promo-Leads. All rights reserved. Other brand names, product names and company names may be trademarks or service marks of their respective owners.

GOVERNING LAW

25. These Terms and Conditions and the use of the Promo-Leads platform will be exclusively governed by Estonian Law.

25.1 Subject to the dispute resolution provisions of the Terms and Conditions, Promo-Leads and each User is subject to the exclusive Jurisdiction of the competent courts in Estonia. Without deviation from the foregoing, each User understands that the Laws regarding contracts vary throughout the world. It is the User's responsibility to make sure he/she complies properly with any Law, regulation or guideline in his/her country of residence regarding the use of Promo-Leads Services. To avoid any doubt, each User explicitly acknowledges that the ability to access Promo-Leads Services does not necessarily mean that the Services provided by Promo-Leads and/or the User's activity through Promo-Leads is legal under the laws, regulations or directives relevant to the User's country of residence.

BINDING AGREEMENT

26. By registering at Promo-Leads and/or by creating an account at Promo-Leads and/or by the Issuance of a Campaign, each User acknowledges and agrees that these Terms and Conditions form a legal agreement between each User and Promo-Leads. By accepting these Terms and Conditions, each User is hereby bound to the rules and guidelines specified above.

TERMINATION

27. Promo-Leads has the right to terminate the Service by giving the counterparty at least Five (5) days written notice, stating the date of termination. The User's account will be closed and access to the Services will be removed.

27.1 Promo-Leads may terminate the Service immediately without giving any notice in the following cases:

27.1.2 Death of the User; next of kin must provide certificate of death in order to close the account and withdraw the remaining funds;

27.1.3 In case of bankruptcy or winding up the User's estate by decision taken through a meeting or through the submission of an application for the aforementioned;

27.1.4 Termination is required by any competent regulatory authority or body;

27.1.5 The User violates any provision of the Terms and Conditions and the Services cannot be rendered in Promo-Lead's opinion, including but not limited to a User refusing to submit, sign or return required agreements or documents and/or submitting a refund;

27.1.6 The User violates any law or regulation to which the User is subject to;

27.1.7 The User directly or indirectly involves Promo-Leads in any type of fraud;

27.1.8 The User refuses or fails to provide Promo-Leads with the required KYC documents.

27.2 In case of termination, the User shall be liable for:

27.2.1 Any charge and additional expenses incurred or to be incurred by Promo-Leads as a result of the termination of the Services;

27.2.2 Any damages which arose during the arrangement or settlement of pending obligations. In case of breach of the Terms and Conditions by the User, Promo-Leads reserves the right to reverse all previous transactions and place Promo-Lead's interests and/or all or any of its Users' interests at risk before terminating the Agreement.

27.2.3 In the event of the termination of the Service by Promo-Leads under clause 27, Promo-Leads will be under no obligation to refund any funds to the User that may be in the User's account and the User shall have no claims against Promo-Leads in such regard.

ENFORCABILITY

28. In the event any of the terms or conditions referred to in this Terms and Conditions shall be unenforceable, the remaining terms and provisions shall remain in force and the unenforceable term or condition shall be replaced by an enforceable term or condition that comes the closest to the underlying intention of the unenforceable term or condition.