

Partnership Agreement on the Use of the Referral Link to Access the Site

This Partnership Agreement is a public offer how to use a referral link (hereinafter referred to as the “Referral Program”) for access to the website located under the domain name www.ageofmars.io (hereinafter referred to as the “Site”) defines the terms, rules and instructions of cooperation and applies to all registered users of the Site.

This Agreement is made between the User and the Site Operator (hereinafter referred to as the “Site Operator”). This Agreement shall supplement the provisions of the User Agreement and the terms of service of the Site Operator.

Acceptance of this Offer means full and unconditional acceptance by an individual of all terms and conditions of this Offer, and the Agreement is considered to be concluded and becomes effective from the moment the User performs actions, specified in this Offer, on the terms of affiliation.

The Site Operator may modify this Agreement, and such modifications shall become effective once the modified Agreement is posted. The Site Operator may change the Referral Program at its own discretion. Continued participation in the Referral Program after any change means User’s consent to any such change.

1. Terms and Definitions

History of transactions is the data of the automated information accounting system of the Site Operator, which contains information about Visitors, who have followed the referral link of the Partner, information about transactions made by the Users and information about changes in the balance on the Partner’s account. This information is displayed in the User’s Account.

Partner is an individual, who has proper legal capacity in accordance with applicable legislation of place of residence or stay for conclusion of Partner agreement, on conditions of the present Offer, performs actual actions for attraction of Visitors to the Site, and has Authentication data for access to the Site.

User is an individual, who has the proper legal capacity under the applicable laws of the place of residence or domicile to purchase NFTs on the terms of the User Agreement and has performed actions aimed at acquiring NFTs by entering into a smart contract.

Visitor – an individual - the user of information and telecommunication network Internet, who has entered the Site through the referral link of the Partner and registered on the Site.

Referral link is an affiliate link on the Site, which contains a specially generated unique code and allows you to automatically, including the User’s Account, track transmissions, registrations and payments of Visitors under this link. Referral link with referral ID is available to all registered Users.

2. Procedure of Acceptance of this Offer

2.1. To conclude an Agreement under the terms of this Offer, User shall fully and unconditionally accept it.

2.2. This Agreement is considered to be concluded from the moment of User’s acceptance of this Offer, expressed by pressing the “Get Link” button.

2.3. Having accepted this Offer, the User acquires the status of a “Partner”.

2.4. Clicking the “Get link” button and (or) actual use of the referral link by User is an unconditional confirmation of User’s consent to enter into Agreement under terms of this Offer.

3. Subject Matter of the Agreement

3.1. The subject matter of this Agreement is provision by the Site Operator to the Partner of the referral link on the terms hereof.

3.2. The Site Operator shall pay remuneration to the Partner in the amount and in the order established by this Agreement. Information about the amount of remuneration is available on the Site.

3.3. The purpose of conclusion of this Agreement for the Site Operator is to attract new Users and Partners and to promote the Services of the Site.

3.4. The Services hereunder shall be deemed to be duly provided by the Partner, if the Visitor, personally attracted by the Partner to the Site, is registered and authorized on the Site.

3.5. The Partner is not a representative of the Site Operator. When rendering services hereunder the Partner acts on his/her own behalf.

4. Right to Participate

4.1. To be eligible to participate in the Referral Program as a Partner, User shall:

- have an account on the Site;
- have a valid Account;
- use a valid Partner's code and referral link;
- perform an action required by the Referral program.

4.2. If the User violates provisions hereof, the Site Operator has the right to suspend or terminate the User's participation in the Referral program.

5. Rights and Obligations of the Site Operator

5.1. *The Site Operator shall:*

5.1.1. perform obligations stipulated by this Agreement as well as agreements concluded by the Site Operator with the Users with the assistance of the Partner;

5.1.2. assign to the Partner an individual code used by the Visitors for registration on the Site;

5.1.3. post information about Users attracted by the User in the User's Account;

5.1.4. provide an opportunity for familiarization of the Partner with the statistics data through the User's Account, in this case the Site Operator is not liable in case of impossibility to get the Partner acquainted with the statistics data for the reasons beyond the control of the Site Operator.

5.1.5. pay remuneration to the Partner under the terms hereof;

5.1.6. maintain operability of the Site, referral links and User's Account.

5.2. *The Site Operator shall have the right to:*

5.2.1. temporarily suspend operation of the Site and referral links for technical, technological reasons, for the time of elimination of such reasons.

5.3. The Site Operator reserves the right to suspend the accounts or revoke, refuse, withhold or cancel any remuneration received through the Referral Program, if the Site Operator establishes that the receipt of remuneration was erroneous, fraudulent, illegal, suspicious.

5.4. The Site Operator shall be entitled to check and investigate all referral activity and suspend accounts at its own discretion, if it is deemed fair and reasonable.

6. Rights and Obligations of the Partner

6.1. *The Partner shall:*

6.1.1. use the User's Account only in accordance with the purposes for which it was created;

6.1.2. specify true information when filling in the registration form;

6.1.3. not use the Site Operator's name for purposes not related to execution of this Agreement.

6.2. The Partner shall specify true information when registering in the User's Account.

6.3. The Partner has all the rights and authorities necessary for conclusion and execution hereof.

6.4. The Partner uses the Site as it is presented and at his/her own risk. The Site Operator does not guarantee to the Partner achievement of any results due to use of the Site.

7. Terms of Use and Restrictions

7.1. The Referral link can be used by the Partner only for the purposes of providing Visitors - technical opportunity to access the Site.

7.2. The Partner agrees to use the Site, referral link and User's account as they are presented, without any guarantees from the side of the Site Operator. In this case if the Site and/or the User's Account and/or referral link and/or any of their parts become inoperable, the Partner is obliged to immediately inform the Site Operator by sending a message to the e-mail address of the Operator.

7.3. The Partner understands that for the purposes of determining the amount of remuneration only those Visitors are taken into account, who followed the referral link containing a unique Partner's code, carried out registration and authorization on the Site.

7.4. Hereby the Partner agrees that:

- The Site Operator has the right to limit the number of times the Partner can use or transfer the referral link;
- The Partner has no property rights to the referral link;
- The Site Operator can return, deactivate, cancel or terminate the referral link of the Partner at any time at its own discretion.

7.5. The Partner undertakes to comply with all requirements of the legislation on personal data. If the Partner transfers personal data of the subjects of personal data to the Site Operator, the Partner guarantees availability of all necessary consents of the subjects of personal data for processing of their personal data and their transfer to the Site Operator and also undertakes to inform the subjects of personal data about transfer of their data to the Site Operator.

7.6. The referral link provides access to functions of the Site, which is an object of intellectual property of the Site Operator. Nothing in this Agreement means and shall not be interpreted as granting (transferring) to the Partner any rights in respect of the specified intellectual property objects.

7.7. The Partner shall provide reliable and not misleading information to the Site Visitors about the services which can be rendered by the Site Operator to the Users of the Site.

7.8. The Partner's codes should be used only for personal and noncommercial purposes. The Partner undertakes to inform that he has the right to receive remuneration in connection with the use of a referral link.

7.9. The Partner acknowledges that for the purposes of execution of this Agreement, in particular, to determine the number of Visitors who have fulfilled the conditions contained in this Agreement and the amount of payments made by them, only the data of history of transactions contained in the database of the Site Operator are used.

8. Cost of Services and Payment Terms

8.1. The Partner shall receive remuneration in the form of bonuses credited to the digital wallet in the Account.

8.2. The detailed amount of remuneration and its calculation are posted on the Site.

8.3. The visitor, who has fulfilled all mandatory conditions, is assigned to the Partner.

8.4. The accounting of potential Partners, who came to the Site through a referral link, is carried out with the help of cookies, which are prescribed in the User's browser. Recording of Users, who came to the Site on recommendation of Partner, is carried out by the unique code of Partner, issued by the Site Operator, which the Visitor informs the Operator.

8.5. Payment for the Partner's services under this Agreement is made by transferring bonuses to the digital wallet in the User's account.

8.6. The amount of remuneration, as well as the procedure of determining its amount can be changed by making changes in the Agreement.

9. Liability of the Parties

9.1. Violation by the Partner of the provisions hereof shall be the basis for termination of the Agreement unilaterally by deletion of the User's Account of the Partner.

9.2. In case of detection of cases of providing by the Partner access to the User's Account to third parties, the Site Operator shall apply measures, stipulated by clause 9.1. hereof, at its own discretion.

9.3. Breach of conditions of this Agreement by the Partner, which led to adverse consequences for the Site Operator (damage, administrative and other liability, warnings of law enforcement and other executive authorities, claims of third parties), shall be the basis for application to the Partner of the liability measures specified in clause 9.1. hereof.

9.4. The Parties shall be released from liability for any failure to perform or underperformance of the obligations hereunder, if such default is a result of force majeure circumstances which occurred after conclusion of the Agreement or if default of obligations of the Parties hereunder was a result of extraordinary events, which the Parties could neither foresee nor prevent by reasonable measures.

9.5. The Site Operator is not liable for performance of the Site and does not guarantee its uninterrupted operation. The Site Operator also doesn't guarantee the safety of the information posted on the Site and the User's Account, the possibility of uninterrupted access to the User's Account.

The Site Operator does not guarantee that the Site, its components, referral link meet the goals and expectations of the Partner, Users and Visitors.

10. Conclusion, Amendments and Termination

10.1. This Agreement becomes effective once a Partner is registered in the Referral program and is valid for an indefinite period.

10.2. Any amendments and additions to this Agreement are made by the Site Operator unilaterally. The Site Operator shall inform the Partner about making amendments and (or) additions to the Agreement by posting new version of the Agreement on the Site.

10.3. The Agreement shall be valid until its termination, or until the Referral Program is closed by the decision of the Site Operator, or until the Site is suspended by the decision of the Operator.

Termination of the Agreement due to closing of referral program or suspension of the Site functioning is carried out unilaterally by the decision of the Site Operator, about which the Operator is obliged to notify the Partner by placing the message on the Site. The Operator shall be entitled to send personal notification to the Partner using any available means of communication to the addresses specified by the Partner during registration.

10.4. The Site Operator shall have the right to unilaterally extrajudicially repudiate the Agreement in respect of one or several Partners without explaining the reasons by terminating access to the Site via referral link provided by the Partner. In this case the Partner shall stop further use of the referral link.

10.5. The Agreement is considered to be terminated from the moment of termination of the Partner's access to the Site through the referral link provided to the Partner.

11. Dispute Settlement

11.1. Any disputes and disagreements between the Parties arising in the performance of this Agreement shall be resolved through negotiations.

12. Final Provisions

12.1. Mutual relations of the Parties hereunder are regulated by the current legislation, this Partnership Agreement, and any appendices and amendments to it.