

## **Terms of Service and protection of user's personal data**

Welcome to the website earnon.social. Please read the terms of service ("Agreement")  
earnon.social.

The use of the service and any derivative works thereof constitutes your full understanding,  
approval and acceptance of this Agreement.

By signing up on the website earnon.social or use any of its functionality you agree to all the  
terms of the Agreement, undertake to observe them or to stop using and confirm that you reached  
an age of 18 years or you have a legal notice that allows you to use the Site and/or application.

The Agreement may be amended by the site Administration without any special notice, but  
without canceling other types of notifications (via the site or email), and the new version of the  
Agreement shall enter into force upon its posting, unless otherwise provided by the new version  
of the Agreement.

### **Terms and definitions**

earnon.social system is an Internet service designed to conduct advertising campaigns of Users -  
individuals or legal entities in need of the movement of their own goods, services, results of  
intellectual or other activities on the Sites owned by Users on the rights of management.

**Administration, moderators** — the representatives of support and management of the system.

**Site** — a resource placed on the Internet and to which the User has the right to edit and publish.

**User** — a natural or legal person who has registered an account in the system, as a blogger or as  
an advertiser.

**Account** — a unique account in the system that allows you to identify the User in the system and  
use all its available functions.

**Rules** — the rules of the system.

**Publication** — is the User identity information posted on the site.

**Personal data** — any information relating to a particular or determined on the basis of such  
information to an individual (the subject of personal data), including his surname, name,  
patronymic, year, month, date and place of birth, address, e-mail address, phone number, family,  
social, property status, education, profession, income, other information.

**Confidentiality of personal data** - mandatory for compliance with the designated responsible person who has access to personal data, the requirement to prevent their distribution without the consent of the subject or other legal basis.

**Processing of personal data** - actions (operations) with personal data, including collection, systematization, accumulation, storage, clarification (update, change), use, distribution (including transfer), depersonalization, blocking.

## **1. Generalities**

This User agreement is a legally binding agreement between the User and the site Administration, the subject of which is the provision by The site Administration to the User of services for the use of the Site and its services (hereinafter – the Services). The user is obliged to fully read this Agreement before registering on the Site. User registration on the Site means full and unconditional acceptance of this Agreement by the User.

This Agreement shall enter into force upon its approval by the Administration and shall remain in force indefinitely until replaced by a new Agreement.

This Agreement and the relationship between the Site and the User that arose in connection with the use of the services shall be subject to the law of the United States of America.

The user is granted a personal non-exclusive and non-transferable right to use the software provided in the services on a single computer, provided that neither the User nor any other person with the assistance of the User will copy or modify the software; create programs derived from the software; penetrate the software in order to obtain program codes; sell, assign, lease, transfer to third parties in any other form of rights in respect of the software services provided to the User under this Agreement, as well as modify the services, including for the purpose of obtaining unauthorized access to them.

Under the Administration of the Site (hereinafter – the site Administration, Administration) in this Agreement and other special documents posted on the Site, refers to Artem Bepalov.

Appeals, suggestions and claims of individuals and legal entities to the Administration of the Site in connection with this Agreement and all questions on the functioning of the Site, violations of the rights and interests of third parties when using it, can be sent to the e-mail address: support@ earnon.social

No provisions of this Agreement grant the User the right to use the brand name, trademarks, domain names and other distinctive signs of The site Administration. The right to use the brand name, trademarks, domain names and other distinctive signs of the site Administration may be granted only by written agreement with The site Administration.

## **2. Registration on the site and User status**

In order to use the services of the Site, the User agrees to provide accurate and complete information about themselves on the issues proposed in the Registration Form, to form a personal User page, including unique for each User login (e-mail address or mobile phone number to access the Site) and password to access the Site, as well as to maintain this information up to date.

In case of providing incorrect information or if the site Administration has serious reasons to believe that the information provided is incomplete or inaccurate, the site Administration has the right to block or delete the User account and refuse the User to use its services.

The registration form of the Site may request additional information from the User.

The user is responsible for the accuracy, relevance, completeness of the information provided during registration.

The user of the Site is an individual or a legal entity registered on the Site in accordance with the procedure established by this Agreement, who has reached the age allowed in accordance with the legislation of the USA for the acceptance of this Agreement (hereinafter – the User).

After successful registration of the User on The site, the Administration assumes the rights and obligations to the User specified in this Agreement.

After completing the registration process, the User can use the chosen login and password to access the personalized part of the Site services. At the same time, the User is fully responsible for the security of the login and password, as well as for everything that will be done using the services of the Site by the user's login and password.

Registration in the System is completely voluntary. The administration, ensuring the possibility of constant, most complete and convenient interaction between Users, is not responsible for any damage that may be incurred by Users in connection with the use or inability to properly use the System.

The user is obliged to immediately notify the site Administration of any case of manual (not allowed by the User) access with login and password and/or any security violation, and is obliged to carry out an independent safe shutdown under his password at the end of each session of the Site and ensures the confidentiality of his password access to the Site.

By accepting this Agreement by registering on the Site, the User confirms his / her consent to the storage, processing, broadcasting, copying by the Administration of his / her personal data provided during registration, as well as voluntarily posted by the User on his / her personal page.

Processing of personal data of the User is carried out in accordance with the legislation of the United States of America. The site administration processes the personal data of the User in order to provide the User with services, including in order to receive personalized (targeted)

advertising; check, research and analysis of such data, allowing to maintain and improve the services and sections of the Site, as well as to develop new services and sections of the Site.

The login and password chosen by the User are necessary and sufficient information for the User's access to the Site. The user has no right to transfer the login and the password to the third parties, bears full responsibility for their safety, independently choosing a way of their storage.

If the User proves otherwise, any actions committed using the login and password are completed by the respective User.

After registration, the User has the right to create, use and determine the content of their own personal page.

The user understands that the site Administration does not take part in the formation and use of the content and control of access of other users to the user's personal page.

### **3. Protection of User's personal data and confidentiality.**

The user gives his / her full consent to the transfer, receipt, storage and use by the system Administration of any kind of information and personal data received by the System during the provision of services to the User.

The administration of the System, for its part, guarantees the non-proliferation of user data.

The protection of the User's personal data is understood as a set of measures (organizational, administrative, technical, legal) aimed at the prevention of unlawful or accidental access to them, destruction, modification, deletion, copying, dissemination of personal data of subjects, as well as other illegal actions.

The site administration takes all necessary organizational, administrative, legal and technical measures to protect the personal data of Users, including:

- Encryption (cryptographic) tools.
- Antivirus protection.
- Security analysis.
- Intrusion detection and prevention.
- Access control.
- Registration and accounting.
- Integrity.

Access to the personal data of the User have the employees of the site Administration, who need personal data for the full and complete performance of their duties.

Protection of personal data of Users stored in electronic databases of data of the site Administration, from unauthorized access, distortion and destruction of information, as well as from other illegal actions, is provided by the System administrator.

Protection of access to electronic databases containing Users' personal data is provided by the use of licensed anti-virus and anti-hacking programs that prevent unauthorized access to the local network, as well as the differentiation of access rights using the account.

All electronic folders and files containing Users' personal data are protected by a password, which is set by the responsible System administrator.

Confidential information in the Agreement means any information that has actual or potential commercial value due to its unknown to third parties, to which there is no free access on a legal basis and to the confidentiality of which the owner takes all possible measures.

Information constituting confidential information may be denounced, in the form of photographs, in electronic, graphic, as well as in any other form.

All objects placed on the Site, including design elements, text, graphic images, illustrations, scripts, programs, and other objects and their collections (hereinafter-the Content), are subject to the exclusive rights of the Administration, Users of the Site and other rightholders, all rights to these objects are protected.

In addition to its own Content, the User may not upload or otherwise make available to the public (publish on the Site) the Content of other sites, databases and other results of intellectual activity in the absence of an Express consent of the owner to such actions.

Nothing in this Agreement can be considered as a transfer of exclusive rights to the Content.

The user is solely responsible for any Content or any other information which it loads or otherwise brings to the General public (the audience-em) on the Website or with its help. The user has no right to upload, transmit or publish Content on the Site if he / she does not have the appropriate rights to perform such actions acquired or transferred to him / her.

The site Administration may, but is not obliged to, view the Site for the presence of prohibited Content and may remove or move (without warning) any Content or users in its sole discretion, for any reason or no reason, including without limitation the movement or removal of Content that, in the personal opinion of the Administration, violates this Agreement, and/or may violate the rights, harm or threaten the safety of other Users or third parties.

By posting its Content on the Site, The user transfers to the Administration the right to de-lat copies of its Content in order to streamline and facilitate the publication and storage of user Content on the Site.

By posting its Content in any part of the Site, the User automatically grants the Administration a non-exclusive right to use it by copying, public performance, reproduction, processing, translation and distribution for the purposes of the Site or in connection with them, including for its promotion. For these purposes, the Administration may make derivative works or insert the User's Content as part of the relevant collections, perform other actions that serve to achieve these goals.

If the User deletes his Content from the Site, the Administration has the right to keep archival copies of the user Content for an indefinite period.

The site contains (or may contain) links to other sites on the Internet (third party sites) as well as articles, photographs, illustrations, graphics, music, sounds, videos, information, applications, programs and other Content belonging to or originating from third parties (third party Content) that is the result of intellectual activity.

These third parties and their Content are not checked by the Administration for compliance with certain requirements (reliability, completeness, integrity, etc.). Administration is not responsible for any information posted on third-party sites to which the User accesses through the Site or through the Content of third parties, including, inter alia, any opinions or statements expressed on third-party sites or in their Content.

The links or guidelines for downloading files and / or installing third-party programs posted on the Site do not imply support or approval of these actions by the Administration.

The link to any site, product, service, any information of commercial or non-commercial nature, posted on the Site, is not an approval or recommendation of these products (services) by the Administration.

If the user decides to leave the Site and go to third-party sites or use or install third-party programs, He does it at his own risk and from that moment this Agreement no longer applies to the User.

## **4. Obligations Of The User**

### **4.1 Using the services of the Site, the User is obliged to:**

- comply with the provisions of the current legislation of United States of America, this Agreement and other special documents of The site Administration;
- provide accurate, complete and up-to-date data during registration, monitor their updating;
- inform the site Administration about unauthorized access to the personal page and / or unauthorized access and / or use of the user's password and login;
- not to provide access to other Users to their own personal country or to separate information contained on it in case it may lead to violation of this Agreement, special documents of The site Administration;
- do not post on the personal page information and objects (including links to them) that may violate the rights and interests of others;
- before placing information and objects (including, but not limited to, the images of other persons, other people's texts of different content) to pre-evaluate the legality of their placement;
- keep confidential and not provide other Users and third parties with personal data (including, but not limited to, home addresses, phone numbers, e-mail addresses, passport

data, Bank information) that have become known to him as a result of communication with other Users and other use of the Site without obtaining the appropriate prior permission of the latter;

- back up important information stored on the User's personal page.
- be correct in correspondence and personal communication with another User(s), as well as refrain from actions and (or) replicas in any form aimed at insulting, obscenity, discrimination on racial, religious, sexual, national and other grounds, undermining the authority, image and trust of other Users, the Administration and the System as a whole.
- The user is obliged to refrain from dissemination of unverified, false, misleading and other information that causes and (or) may cause harm to Users, Administration, reputation of the System and third parties. The user undertakes at the first request of the Administration of the System to remove from the personal site (from the site or other Internet resource) information of this kind.

In case of doubts about the legality of the implementation of certain actions, including the placement of information or the provision of access, the Administration of the Site recommends to refrain from the implementation of the latter.

#### **4.2. Using the Site the User is prohibited:**

- register as a User on behalf of or instead of another person ("fake account") or register a group (Association) of persons or a legal entity as a User, at the same time, it is possible to register on behalf of and on behalf of another individual or legal entity, subject to obtaining the necessary powers in the manner and form provided by the legislation of the United States of America;
- mislead Users about their identity by using the login and password of another registered User;
- misrepresent yourself, your age, or your relationship with others;
- upload, store, publish, distribute and provide access or otherwise use any information which: contains threats, discredited, offends, denigrates the honor and dignity or business reputation or violates the privacy of other Users or third parties; violates the rights of minors; is vulgar or obscene, contains foul language, contains pornographic images and texts or scenes of a sexual nature involving minors; contains scenes of violence or inhumane treatment of animals; contains a description of the means and methods of suicide, any incitement to commit it; promotes and / or promotes incitement to racial, religious, ethnic hatred or enmity, promotes fascism or the ideology of racial superiority; contains extremist materials; promotes criminal activity or contains advice, instructions or guidelines for the Commission of criminal acts, contains information of limited access, including, but not limited to, state and commercial secrets, information about the privacy of third parties.; contains advertising or describes the attractiveness of the use of drugs, including " digital drugs "(audio files that affect the human brain due to binaural beats), information about the distribution of drugs, recipes for their manufacture and advice on use; is fraudulent; and violates other rights and interests of citizens and legal entities or the requirements of the legislation of United States of America;
- illegally upload, store, publish, distribute and provide access to or otherwise use the intellectual property of Users and third parties;

- to carry out mass mailing of messages without the consent Of users of the Site;
- use the software and carry out actions aimed at disrupting the normal functioning of the Site and its services or Users ' personal pages;
- download, store, publish, distribute and make available or otherwise exploit viruses, Trojans and other malware;
- use automated scripts (programs) without special permission of The site Administration to collect information on the Site and (or) interact with the Site and its services;
- in any way, including, but not limited to, by deception, abuse of trust, hacking, attempt to gain access to the login and password of another User;
- illegal collection and processing of personal data of other persons;
- to carry out (try to get) access to any services in any other way than through the interface provided by The site Administration, except for cases when such actions were directly permitted to the User in accordance with a separate agreement with the Administration;
- reproduce, duplicate, copy, sell, trade and resell the services for any purpose, except where such actions have been expressly authorized by the User in accordance with the terms of a separate agreement with the Administration;
- posting commercial and political advertisements outside of special Website sections established by the Website Administration. The user purchases paid services on the Site in the manner prescribed in the special documents of the Administration posted on the Site;
- modify, sell, distribute the content and programs, in whole or in parts, except as specifically provided by the site Administration or its advertisers;
- post any other information that, in the personal opinion of the Administration, is undesirable, does not correspond to the purposes of creating the Site, infringes the interests of Users or for other reasons is undesirable for posting on the Site.

The User is personally responsible for any information that is posted on the Site, reported to other Users, as well as for any interactions with other Users carried out at their own risk.

Inaction on the part of the Site Administration in case of violation by the User or other Users of the provisions of this Agreement does not deprive The site Administration of the right to take appropriate actions to protect their interests later, and does not mean the site Administration's refusal of its rights in the event of subsequent such or similar violations.

In case the User disagrees with this Agreement or its updates, the User must refuse to use it, informing the site Administration in the prescribed manner.

## **5. Responsibility of Users and Administration of the System**

Users are responsible for their own actions in connection with the creation and placement of information on their own personal page on the Site, as well as in connection with the placement of information in other sections of the Site in accordance with the current legislation of United States of America.



The Site Administration provides the technical possibility of its use by Users, does not participate in the formation of the content of the personal pages of the users and does not control and is not responsible for the actions or inaction of any persons in relation to the use of the Site or the formation and use of the content of the personal pages of Users on the Site.

The Administration reserves the right at any time to change the design of the website, its content, list of services, modify or supplement the scripts, software and other objects used or stored on the Website, any server applications at any time with or without prior notice.

The Site Administration carries out preliminary moderation or censorship of user information and takes actions to protect the rights and interests of persons.

The Site Administration is not responsible for the user's violation of this Agreement and reserves the right, at its sole discretion, as well as upon receipt of information from other users or third parties about the user's violation of this Agreement, to change (moderate) or delete any information published by the User that violates the prohibitions established by this Agreement (including personal messages), restrict or terminate the User's access to all or any of the sections or services of the Site at any time for any reason or without explanation, with or without prior knowledge, without being responsible for any harm that may be caused to the user by such action.

The Site Administration reserves the right to delete the User's personal page and(or) suspend, restrict or terminate the User's access to any of the Site services, if the Administration finds that in its opinion, the User poses a threat to the Site and(or) its Users. The Site Administration is not responsible for the temporary blocking or deletion of information, or removal of the user's personal page (termination of registration) carried out in accordance with this Agreement.

Deletion of the User's personal page means automatic deletion of all information posted on it, as well as all User information entered during registration on the Site. After removal of the personal page, the User loses access rights to the Site.

The Site Administration ensures the functioning and operability of the Site and undertakes to promptly restore its operability in the event of technical failures and interruptions. The site administration is not responsible for temporary failures and interruptions in the work of the Site and the loss of information caused by them. The administration is not responsible for any damage to The user's computer or other person, mobile devices, any other equipment or software caused by or related to downloading materials from the Site or links posted on the Site.

The Site Administration has the right to dispose of statistical information related to the operation of the Site, as well as User information to provide targeted display of advertising information to different audiences of Site Users. For the purposes of organizing the functioning and technical support of the Site and the implementation of this Agreement, the Site Administration has the technical ability to access the personal pages of Users, which is implemented only in the cases established by this Agreement.

The Site Administration has the right to send the User information about the development of the Site and its services, as well as to advertise its own activities and services.

The User acknowledges that the Site Administration may impose restrictions on the use of the services, including: the period of storage of any content, the maximum amount of disk space, the maximum number of calls to the service for a specified period of time, etc. the Site Administration may prohibit automatic processing of its services, as well as stop receiving any information generated automatically. The Site Administration may send information messages to its users.

The Site Administration is not responsible for any delays, failures, incorrect or untimely delivery, deletion or non-preservation of any user's personal information.

The User agrees that the Site Administration reserves the right to remove Users who have not used their access for a long time.

The User is aware that the advertising of certain goods and services in the territory of the countries in which the actions are performed within the System is limited by the current legislation, the discrepancy of advertising placed on the site, the requirements of the law may be regarded by law enforcement or other authorities as a crime or an administrative offense, the responsibility for which may be incurred by the person who posted such a Publication.

For non-compliance with the rules the Administration has the right:

- warn a User who does not comply with one or more of the requirements of the Rules about the possible consequences of such non-compliance;
- block the Account of the User who does not comply with one or more requirements of the Rules for the period necessary to clarify the circumstances and eliminate the consequences of this non-compliance (non-compliance);
- suspend the activity of The user's Site if at least one of its parameters does not meet the requirements of the Rules and the Agreement, until the specified parameters are reached;
- delete the User's Account if there are grounds to believe that his actions or omissions directly related to the use of the Account will inevitably cause harm to the administration or third parties, or are (will be) criminal or illegal;
- block the existing partnership between registered users, if it will be found signs of bad faith, contrary to the Rules.

The User who does not agree with any of the listed actions of the Administration has the right to send a reasonable request to the support service or to the mail support@earnon.social.

## **6. Procedure for dispute resolution and consideration of appeals**

All disputes between Users, as well as between Users and the Administration, are considered in accordance with the Rules on the basis of an appeal received by the support service at support@earnon.social. Any correspondence that occurred between Users outside the system, as well as the consequences that occurred in the course of such, shall not be considered by the Administration.

When considering appeals, the Administration is guided by the principles of objectivity and comprehensiveness, as well as the interest in an early and impartial resolution of the issue, taking into account the interests of all parties.

## **7. Final provision**

This User Agreement constitutes an agreement between the User and the site Administration regarding the use of the Site and its services.

This User Agreement shall be governed by and construed in accordance with the laws of the United States of America. Issues not regulated by the Agreement are subject to resolution in accordance with the legislation of United States of America.

In case of any disputes or disagreements related to the execution of this Agreement, the User and the site Administration will make every effort to resolve them through negotiations between them. If the disputes are not resolved through negotiations, the disputes shall be settled in the manner prescribed by the current legislation of the United States of America.

This User Agreement shall enter into force for the User from the moment of its accession to it and shall be valid for an indefinite period.

Nothing in this Agreement can be understood as the establishment between the User and the site Administration of Agency relations, partnership relations, relations of joint activity, personal employment relations, or any other relations not expressly provided for in this Agreement.