

The Affiliate Agreement

The "Resonance.Net" limited liability society, which is registered in compliance with the legislation of Ukraine, is named the "Company" in the future, and provides the services of the system for the creation of the interactive advice to any individual or organization, which is named the "Customer" in the future, and the individual or organization, which is named the "Affiliate" in the future, all of which are named the "Parties" together, and the "Party" each one separately, accept the conditions of this affiliate agreement (named the "Agreement" in this text in the future) according to the following statements.

1. The terms and definitions

1.1. The following terms are used for the purposes of this document with the following meanings: The Offer is this document, namely, "The affiliate agreement for the participation in the program". The Acceptance of the Offer is the complete compliance with the Offer by the performance of the actions, which are described in the Offer. The Affiliate is the person, who has performed the Acceptance of this Offer, and who is, as the consequence, the participant of the Program. The Customer of the Affiliate is the individual or organization, which has installed the system at their web site (several web sites), and has paid in full for the service. The referral affiliate program is the type of the interaction of the users of the Internet global network, during which the Affiliate places the referral link, which has been provided by the program, at the suitable Internet resources in order to invite the customers to use the Hintarea system. The referral link is the complete URL, or the part of the URL, which is provided to the Affiliate, and is the major instrument of the Affiliate for the obtainment of the commission incentive rewards within the framework of this Agreement.

1.2. There may be used in the Offer the terms, which are not defined in the 1.1. section of the Offer. The meaning of such a term in this case is determined in accordance with the text of the Offer.

2. The rights and duties of the Company

2.1. The Company shall:

2.1.1. Comply with the conditions of this Agreement;

2.1.2. Provide the assistance for the invitation of the customers, and provide the Affiliate with the advertising material, perform the basic consultations free of charge;

2.1.3. Provide the Affiliate with the referral link, which contains the personal identifier;

2.1.4. Provide the Affiliate in the timely manner with the information: the quantity and the amount of the paid services, in accordance with which the incentive reward is assigned, the status of the personal account of the Affiliate.

2.2. The Company may:

2.2.1. Terminate the participation of the Affiliate in the program because of the violation by the Affiliate of the established procedures and/or regulations of the usage of the services of the Hintarea system, which have been published at the <http://hintarea.com/> web site, without the preservation of the incentive rewards, which have been accumulated;

2.2.2. Maintain the relations with the Customer (Customers), which have been invited by the Affiliate, in such a manner, which the Company would deem suitable;

2.2.3. Refuse to comply with this Agreement in the unilateral manner, without any outgoing payments and compensations to the Affiliate in the case: of the actions of the Affiliate, which are harmful to the business of the Company; of the actions of the Affiliate, which have harmed the business image and the reputation of the Company; of the emergence of the substantiated doubt in the honesty of the Affiliate.

2.2.4. Change the conditions of the participation in the program, with the obligatory publication of the changes at the <http://hintarea.com/> web site.

2.3. The Affiliate shall:

2.3.1. Comply with the conditions of this Agreement.

2.3.2. Not use the unsolicited messages (spam) for the promotion of the referral link;

2.3.3. Not violate the rules of those Internet resources, where the Affiliate places the information about the Hintarea and the referral link;

2.3.4. Use only those graphical and/or interactive materials, which have been provided by the Company, without any changes or corrections. Any changes may be implemented only after the preliminary approval in writing by the Company;

2.3.5. Operate under the Affiliate's name, and on the Affiliate's account, during the performance of the activities for the promotion of the referral link;

2.3.6. Accept any changes of the conditions of the Affiliate program, which have been implemented according to the 2.2. section of this Agreement, or refuse to participate in the program in the case of the disagreement with such changes.

2.4. The Affiliate may:

2.4.1. Obtain the personalized referral link;

2.4.2. Obtain the incentive rewards from the Company, in accordance with the conditions of this Agreement. The United States Dollar (USD) is the currency for the outgoing payment of the accumulated Affiliate rewards;

2.4.3. Use the accumulated rewards for the payment for the services of the Company;

2.4.4. Obtain the consultations on the issues, which are emerging in association with the execution of this Agreement;

2.4.5. Obtain the technical assistance on the issues, which are emerging in association with the execution of this Agreement.

3. The procedure for the accumulation and outgoing payment of the incentive rewards

3.1. The incentive reward is assigned according to the rates and conditions, which are described at the <http://hintarea.com/> web site;

3.2. The assignment of the incentive rewards for the Affiliate within the program is performed according to the actual prices, which are valid during the day of the incoming payment for the Hintarea service, while taking into account the individual discounts of the paying party;

3.3. The assignment of the incentive reward is performed according to the actual incoming payments by the Customer for the Hintarea service, during the time interval from the 1st to the 15th days of the month, after the each deposit of the money by the Customer to the personal account, during the one calendrical year;

3.4. The assigned incentive rewards are accumulated at the account of the Affiliate at the <http://hintarea.com/> web site;

3.4. The outgoing payments to the Affiliate are performed according to the request by the Affiliate, within the 5 bank working days, but not more often than 1 time per month, by the methods of the outgoing payments, which are described in this Agreement;

3.5. The least amount of the outgoing payment is 50 USD;

3.6. The outgoing payment is performed by the Company using the transfer of the money to the electronic purse of the Affiliate within the time limits, which are stipulated by the Agreement, after the approval by the Company of the calculation of the incentive reward;

3.7. The share of the incentive reward is 40% of the money, which have been paid by the Customer, which has been registered through the referral link of the Affiliate, and has not any association with other affiliates.

4. The additional conditions

4.1. This Agreement is considered concluded after the registration of the Affiliate at the <http://hintarea.com/> web site, and the subsequent usage of the referral link by the Affiliate.

1. 5. The resolving of the disputes. The responsibility of the parties.

5.1. In the case of the non-compliance or of the negligent compliance by one of the Parties with the obligations according to this Agreement, this Party must compensate to another Party the losses, which have been caused by such activities.

5.2. The non-compliance by one of the Parties with the conditions of this Agreement, which has caused the material losses to the other Party, entails the imposition on the guilty Party of the penalty sanctions according to the quantity of the caused loss, and may serve as the substantiation for the instant termination of the Agreement according to the initiative of the honest Party.

5.3. All disputes and disagreements, which may emerge between the Parties on the issues, which have not been described in the text of the Agreement, will be resolved by the negotiations.

5.4. If the disputed issues would not be resolved during the process of the negotiations, then the disputes would be resolved according to the the litigation procedure, which has been established by the active legislation of Ukraine, at the place of the registration of the Company.

The Offer is the electronic variety of the Agreement, which is executed instantly after the registration of the Affiliate at the <http://hintarea.com/> web site. The contract of the public offer does not require the signing, and is uniform for all the affiliates. In the case of the emergence of the questions on any section of the affiliate agreement, you are welcome to send your messages to the sales@hintarea.com electronic mail address.