

Contract for referral attraction services

TERMS:

In this Contract, unless the context requires otherwise, the following terms have the following meanings:

Authorization - identification of the User at the entrance to the Personal Account and confirmation of his rights to use the Account, by entering the Login (or e-mail) and the Password.

Contract – this contract for the provision of services for attracting referrals, including all appendixes to it.

Referral (Partner) - a client, a Physical person, a Legal Entity or a Sole Trader, who registered in the Provider's accounting system and expressed his consent to participate in the Referral Program, by accepting this agreement in his personal account – <https://stormwall.pro>.

The Partner's client - a Physical person, a Legal Entity or a Sole Trader, who registered in the Provider's accounting system using a special link belonging to the Referral.

Personal account - an account on the site <https://stormwall.pro>, associated with the User by login and password, on the basis of which this user accesses the Program.

The provider - StormWall s.r.o., as well as its website <https://stormwall.pro>, which provides technical and financial terms for participating in the Referral Program.

Partner reward - expressed as a percentage of the Client's payment, the Referral's remuneration credited to the personal invoice specified in the personal account. The fee is accrued according to the tariff plan and is equal to 7 (seven) percent from the purchase of the Referral Client, unless otherwise specified.

The referral program - a set of actions based on the provider's software and hardware services, allowing participants (Referrals) to post (advertise) the Provider's services in the Internet to an accessible Referral in a way that does not contradict the current legislation of the Russian Federation and the clauses of this Contract and receive a Partner reward.

Referral code - a unique URL provided to the Referral after selecting the service that the Referral hosts on its resource.

Referral link - a unique URL provided to the Referral after confirmation of consent to participate in the partner program.

Parties - Provider and Referral (partner) together.

1. PREAMBLE

1.1. This Contract governs the relationship between the Provider and the Referral.

1.2. The Provider reserves the right to make changes to the terms of this Contract at any time. If the time for the changes to take effect is not specifically stipulated, they begin their operation from the moment they are published on the site <https://stormwall.pro>.

1.3. The address of the actual version of this Contract in the Internet - https://stormwall.pro/sites/default/files/docs/referral_agreement_stormwall.pdf

2. GENERAL PROVISIONS AND SUBJECT OF THE CONTRACT

2.1. This Contract is concluded with the purpose of selling services through the referral system.

2.2. The Referral provides his customers the referral link / referral code at their own discretion, while the Provider does not interfere and does not control the number of such links, but reserves the right to stop cases of misuse or distribution of links leading to violation of consumer rights and / or violation of current legislation of Slovakia and European Union.

2.3. It is not allowed to place affiliate links on the sites, which are:

- a) contradict the requirements of the current legislation of Slovakia and European Union;
- b) declare the inequality of people by sex, race, nationality, religion, social status and property level;
- c) have offensive content;
- d) have content that misleads users;
- e) downloads viruses, trojans or other malicious programs on computers and mobile devices of users.

2.4. The referral has a financial log of the clients' actions listed by him, but he cannot influence these or other actions of clients through the provider's hardware and software complex.

2.5. In order to provide the most efficient services within the Contract, the Provider is entitled to transfer part of its functions under the Contract to third persons and / or to apply special software technologies.

2.6. The Provider assures and guarantees that the Referrals involved in the Referral Structure will be registered users of the Site.

2.7. Each of the Parties assures and guarantees that it has received all the concurrences and approvals (including, if necessary, government authorities and other third persons) necessary for the conclusion and execution of the Contract and its transactions; conclusion and execution of the Contract and its transactions are not and will not be a violation of previously concluded contracts and agreements, any normative or non-normative act,

decision, order or other act of a government authorities, decision, determination or other act of the court of any a state, an arbitral tribunal or arbitration that extends to the relevant Party.

2.8. Services in accordance with this Contract are granted only to Users who are capable physical persons, as well as legal entities or sole trader registered in the established order.

2.9. The Provider assures and guarantees that the Partners reward will be paid to the Referral upon fulfillment of the terms of this Contract.

2.10. The referral does not fulfill the function of the supplier of the Provider's services, but performs only the agent's function between the Provider and the Client for the period of attracting such Client to the registration in the accounting system of the Provider.

2.11. The referral undertakes not to enter into any agreements with the Clients and third persons for the purpose of implementing this Referral Program. In case of violation of this clause, the Provider has the right to immediately terminate cooperation with the Referral without fulfilling any financial obligations, including to the clients of the Referral.

2.12. The Provider undertakes to timely credit the Referral's account with the partner fee in accordance with the terms of this Referral Program, as well as fulfills other obligations of this Contract.

2.13. The provider allows the service and consults the Referral's Clients in the general order, on the terms of the Contract.

2.14. Withdrawal of funds from the Referral's checking account is carried out on the basis of this Contract upon the request of the Referral in his personal account. To withdraw funds, the Referral must provide the bank account details. It is also possible to withdraw funds in a different way as agreed with the Provider. The minimum amount of funds on the personal account required to initiate withdrawal is \$30 (or a similar amount in a different currency).

3. PROCEDURE FOR CONCLUSION OF THE CONTRACT

3.1. The text of the Contract, including all appendixes thereto, is posted on the website <https://stormwall.pro>.

3.2. Signing the Contract means that the Referral agrees with all the provisions set forth and assumes an unconditional obligation to follow them.

3.3. The signing of the Contract guarantees the fulfillment by the Referral of all the following actions during the term of the current edition of the Contract on the site <https://stormwall.pro>:

a) authorization;

b) acquaintance and consent of the Referral in full with the terms of the Contract by putting a mark in the special field "I accept the terms of the Contract" and pressing the "Continue" button which the Company and the Referral hereby recognize as an analogue of the Referral's own signature, equal in the legal power of the Referral's own signature on a similar on the contents of the application of the Referral on paper;

c) making a payment by transfer of funds to the settlement account of the Provider.

3.5. Signing the Contract in the manner provided for in clause 3.3., Referral thereby:

a) confirms and guarantees that the information specified in the "Profile" section of the Personal account is complete, valid and is the personal data of the Referral directly;

b) confirms and guarantees that it is a fully incompetent individual or legal person who is of sound mind and sober memory, fully assesses the risks, conducted an independent evaluation of the terms of the contract and independently makes decisions on the conclusion of transactions, while the Referral is not limited by the legal capacity of the state, the citizen which is;

c) confirms and guarantees that it has indeed become fully familiar with the Contract and all its appendixes and unconditionally agrees with all its terms;

d) recognizes the extract / extracts from the electronic logs and files of the server part of the Site, signed by the authorized person of the Provider, as suitable and sufficient for presentation in the resolution of conflict situations and / or disputes in pre-trial order and / or court, arbitration court, government authorities, other organizations, evidence of the fact, date and time of signing the Contract, the fact, date and time of receipt / non receipt by the Provider of personal data of the Referral, evidence of the fact of making changes by the Referral to the "Profile" section of personal account a proof of the fact of signing by the Referral with the help of the analogue of the handwritten signature of the Referral, the Customer's applications for rendering services under the Contract, the transfer or withdrawal of funds from the Account, the performance of other transactions in the personal account, and the proof of the contents of these operations. Responsibility for non-compliance, invalidity of the conditions, guarantees provided for in clause 3.4. Contracts, as well as the associated risks of negative consequences, are borne solely by the Referral.

4. CHANGES, TERMINATION OF THE CONTRACT

4.1. The Provider has the right to unilaterally change the terms of the Contract by publishing the new edition terms on the site <https://stormwall.pro>. The new version of the Contract shall take effect immediately.

4.2. The referral assumes the obligation to regularly enter his personal account in order to ensure that the possible revocation, amendment, addition of the Contract is possible, and alone, fully incurs all risks associated with non-performance or improper performance of its obligations under this clause of the Contract.

4.3. If the Referral disagrees with the new version of the Contract, he can terminate the Contract in the manner provided for in it, otherwise the Contract is deemed to be valid in a new published version.

4.4. The Provider has the right to unilaterally refuse to execute the Contract, notifying the Referral about it no later than three working days. The notice is deemed to be delivered on the day it was sent to the e-mail address of the Referral specified during registration on the Site (Login).

4.5. After the termination of the Contract, the relationship with the Referral ceases. The exception is the legal relationship associated with the termination of the contract (the completion of the performance of previously arisen obligations). Unless otherwise specified in the Contract, payment for services and reimbursement of the corresponding Provider's Charges shall be made in the usual manner.

5. THE RESPONSIBILITY OF THE PARTIES

5.1. Parties are responsible for breach of obligations in the event of intent or gross negligence.

5.2. The parties do not bear responsibility for violation of obligations caused by technical reasons, namely: software malfunctions, electronic communication channels overload, equipment breakdowns, natural disasters, or other technical reasons that have arisen through no fault of the parties.

6. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

6.1. By providing its personal data, the Referral agrees to their processing by the Provider, including in order to promote the goods and services of the Provider.

6.2. If the Referral does not want his personal data processed, he must contact the Customer Service Department of the Provider. In this case, all information received from the Referral is deleted from the user database of the Provider, and the Referral will not be able to use the Referral Program.

6.3. The Provider has the right to send the Referral messages of advertising and information character.

6.4. The Provider undertakes not to disclose the information received from the Referral. It is not a violation of the provision by the Provider of information to agents and third persons acting on the basis of a contract with the Provider to fulfill obligations to the Referral or disclosure of information in accordance with reasonable and applicable requirements of the law.

6.5. The Provider is not responsible for the information provided by the User on the site in a public form.

7. CONSIDERATION OF CLAIMS

7.1. The laws of the Russian Federation shall apply to the relations between the Provider and the Referral.

7.2. With any questions the Referral should contact the Customer Service Department at +421 (23) 278-45-63. All the disputes the Parties will try to resolve through negotiations.

7.3. If the agreement is not reached, the dispute shall be referred to the judicial authority at the location of the Provider.

7.4. The court's recognition of the invalidity of any provision of this Contract does not entail the invalidity of the remaining provisions.

8. CONTRACT TIME

8.1. The contract enters into force from the moment of its conclusion and is valid for one year. If none of the parties for 1 month before the expiration of the term of the Contract does not apply for termination, this Contract is deemed to be prolonged for the following year. This procedure for the termination and prolongation of the Contract is applied for each subsequent year.

8.2. This Contract represents all the conditions agreed between the Parties with respect to its subject matter and replaces all previous agreements, assurances and any kind of agreements between the Parties with respect to its subject matter, unless otherwise expressly agreed by the Parties.

9. REQUISITES OF THE PROVIDER:

StormWall s.r.o.

Pekná cesta 19, 831 52, Bratislava-Rača, Slovakia

Registration No: 50774085

VAT No: SK2120470759

Account Number: 2946022752

IBAN: SK6811000000002946022752

Bank name: Tatra banka, a.s.

Bank BIC (SWIFT) code: TATRSKBX