

EDUGRAM AFFILIATE PROGRAM RULES

By registering as a Affiliate in Edugram Affiliate Program, you agree to abide by these Edugram Affiliate Program Rules, the Privacy Policy, and the Cookie Policy. Please make sure you read all of the above documents carefully before registering. If you disagree with the contents of these documents, please do not register in Edugram Affiliate Program.

AGREEMENT

Edugram Affiliate Program Terms and Conditions constitute a legal agreement (the “Agreement”) between Tossox Holdings Limited, a company incorporated under the laws of Cyprus, registration number HE 355390, registered address is Lordou Vyronos, 1, P. Lordos Centre, Block C, Office 202, 3105 Limassol, Cyprus (“Edugram”, “we”, “us”, “our” etc.) and you (collectively “Affiliate”, “Advertiser”, “you”, “your” etc). The purpose of this Agreement is to place advertisements from various Platforms using Edugram’s services (“Platform”, “Platform Services”) on various Internet resources with hyperlinks to your website in such advertisements.

DEFINITIONS

“**Affiliate**” means any individual who has registered on www.edugram.com and has become a member of the Edugram Affiliate Program. You may not become an Affiliate if you are a person in a position to influence the Platform. Those people include officers, directors, shareholders, employees of the Platform and their immediate family members.

“**Edugram**” means a revenue-sharing program in which Affiliates use marketing techniques to promote Platforms and their services and to attract visitors to such Platforms’ websites in accordance with the terms of the Agreement.

“**Affiliate Fee**” means the monetary remuneration you receive for participating in Edugram Affiliate Program. Affiliate Fee is based on the number of targeted actions determined independently by each Platform using Edugram services. Special Affiliate Fee conditions and corresponding rates are defined by each Platform in the agreement with Edugram and are available in the personal account of each Affiliate. In order for a targeted action to be deemed performed, the End User must go to the Platform’s website through the Link in the Affiliate’s promotional materials.

“**Fee Payment**” (withdrawal) means a service of payment providers, as part of which you may receive an Affiliate Fee. Currently, withdrawal to credit or debit card (Visa/Mastercard) is available along via Qiwi, WebMoney, IOMoney, Paypal.

“**Link**” means a link to the website of any of the Platforms using Edugram’s services, containing your individual identifier. You will receive your link ID only after you become a member of Edugram Affiliate Program.

“**Cookie Lifecycle**” define 30 days from the date the End User first accesses the Platform via an Affiliate’s Link in accordance with Edugram Affiliate Program Rules. The cookie lifecycle differs depending on the target action on each specific Platform.

“End User” means an actual authorized user of the Platform who registers his/her account and performs a targeted action on the Platform.

“Advertiser” means any person or entity which is the administrator of the Platform being advertised.

“Targeted Action” means ordering and/or purchasing services or goods on the Platform.

“Third Party” means any person or entity other than a party to the Agreement.

“Account” means an account on www.edugram.com that is owned by an Affiliate that stores their personal information and tracks their activity, including payment information.

“Your Website” or **“Affiliate's Website”** means the website on the Internet indicated by you upon registration, which is under your control and/or owned by you.

“Platform” means the website advertised by Affiliates. Edugram and the Advertiser have the right to agree to the provision of lead generation services, in which additional conditions for the provision of advertising services may be spelled out. The conclusion of such an agreement does not exempt from the terms of the Agreement.

AFFILIATE RIGHTS

Affiliate may, subject to the limitations set forth below: (i) showcase Platform services to its prospective customers or clients and promote such services, (ii) provide End Users access to use Platform services in accordance with the Agreement, assuming that End Users have accepted the terms of the Agreement.

We provide support to our Affiliates at our discretion. You may contact us by sending us an email at support@edugram.com.

AFFILIATE OBLIGATIONS

1. It is your responsibility to complete the registration process at www.edugram.com. You are solely responsible for completeness, accuracy and truthfulness of the information you provide in your account profile and on the website that you own and/or operate.
2. An Affiliate may only have one (1) account.
3. You are solely responsible for the operation of your website and the advertising materials posted on it, as well as the content of all materials that appear on your website and that you use as part of your marketing activities. It is your responsibility to ensure that materials posted on your Website or otherwise used as part of your marketing activities do not violate the rights of third parties (including copyrights, trademark rights, confidentiality of certain information etc.). Edugram is not responsible for links that lead to any website other than the Platform website using Edugram’s services, nor for any content that may be discovered when such links are opened. We are not responsible for material that infringes the rights of third parties used as part of your marketing activities.

PRIVACY POLICY

Edugram respects privacy of its users and does not disclose personally identifiable information to third parties without your consent. For more information about Edugram's privacy practices, please see our Privacy Policy.

AFFILIATE FEE

1. Affiliate receives Affiliate Fee only after the Targeted action is approved by the Advertiser. Specific amount of Affiliate Fee is determined by the Platform independently. All information about specific amount of Affiliate Fee, rates and Targeted actions is available in Affiliate's personal account (in "Offers" section).
2. The Affiliate Fee shall be paid automatically as soon as the Targeted action is considered fully completed. The Affiliate Fee is available after the Affiliate confirms his/her phone number.
3. In case the Advertiser suspects that the number of Targeted actions was collected by the Affiliate by means of fraud or other illegal actions, Edugram has the right to withhold the payment of the Affiliate Fee to the Affiliate until the Advertiser's issues are resolved on the merits.
4. Withdrawal of funds is possible by Visa/Mastercard or via Qiwi, WebMoney and IOMoney. Minimum withdrawal amount for USD is 20 (twenty) dollars, minimum withdrawal amount for RUB is 150 rubles if withdrawing through Qiwi, WebMoney or IOMoney, and 625 rubles if withdrawing to card.
5. Affiliate Fee received as a result of fraudulent, illegal or excessively intrusive actions, intrusive sales or marketing methods may be cancelled at Edugram's discretion. Fraudulent conduct will also result in immediate account blocking.
6. Only statistics collected by Edugram may be used to determine Affiliate Fee.

ACCOUNT BLOCKING

1. This Agreement shall enter into force upon successful completion of the registration process at www.edugram.com. The Agreement terminates at the initiative of either party. If Affiliate intends to terminate this Agreement, he/she should send an email to support@edugram.com. If you are in breach of this Agreement or if Edugram has reason to believe that you are in breach, Edugram may terminate this Agreement by giving you electronic notice of termination.
2. Termination of this Agreement will result in the deactivation (blocking) of your account or access to your account and forfeiture and cancellation of all Affiliate Fees accrued and payable to you if accrued as a result of fraud, illegal or excessively intrusive conduct, compulsive selling or marketing practices.

REQUIREMENTS TO TRAFFIC SOURCES

1. Each of these sources must be pre-approved by Edugram administration before the Affiliate may use them in Edugram Affiliate Network. Pre-approval of a new source shall take up to seventy-two (72) hours. The administration reserves the right to accept or reject any source.
2. Approved sources include:
 - SEO traffic (sites, blogs, forums);
 - Traffic purchasing and exchange systems (PPC-systems);
 - Affiliates' own sites;
 - Social networks;
 - Systems of arbitration (purchase and sale) of traffic.
3. Prohibited sources include:
 - Active advertising services (CAP);
 - Spam in any form;
 - Motivated traffic (inducing users to take actions paid for by Advertisers through Edugram, offers of financial rewards, by holding promotions on sites, contests, etc.);
 - Sites that violate intellectual property rights, including rights protected under the laws of countries other than Cyprus;
 - Sources that violate the laws of the Republic of Cyprus;
 - Sites offering to earn money by users' visits to different resources;
 - Websites used only for advertising and with no independent content.
4. The source must not contain content of a sexual nature, including images, texts, links to "adult" topics, as well as the promotion of:
 - violence of any kind;
 - discrimination based on race, gender, religion, nationality, age, or any other grounds;
 - illegal activities.

CONTENT USE

The Affiliate may not use pages, their content or parts of pages of the website hosting the Platform, the website www.edugram.com or any other website without the written consent of the Platform or the administrator of such website, as well as give impression that the Affiliate's website is the website hosting the Platform, www.edugram.com or any part of such websites. The Affiliate hereby acknowledges that they are not entitled to make any representations, warranties/assurances concerning Edugram's services and/or their effectiveness, except those approved by Edugram in writing.

INAPPROPRIATE USE OF AFFILIATE PROGRAM

Any illegal or unauthorized use of Edugram Affiliate Program is prohibited. When using Edugram Services, you must not violate the laws of the jurisdiction in which you are located.

1. You may not use or in any way refer to: (i) Edugram trademark and/or any Third Party branding as keywords in your advertising campaigns on all search engines, including any misspellings of trade names; (ii) use Edugram trademark and/or any Third Party branding in your website domain name, including any misspellings of trade names.
2. You may not modify trademarks unless you have the rights to use them in that manner.
3. Fraud is a serious offense. Fraud is defined as any deliberate actions aimed at generating sales, leads or conversions to the site using robots, frames, embedded frames, scripts, or by manually updating pages, the sole purpose of which is to obtain Affiliate Fee by deception or abuse of trust, bypassing the good faith performance of the Agreement. **IN CASE OF AN ATTEMPTED FRAUD, AS WELL AS ANY OTHER POTENTIALLY DANGEROUS ACTION FOR EDUGRAM AND ITS AFFILIATES (AT THE DISCRETION OF THE AFFILIATE PROGRAM ADMINISTRATOR), PAYMENT OF THE AFFILIATE FEE WILL BE CANCELLED.**
4. It is forbidden to send SPAM. Do not send emails to recipient lists or groups for which you do not have permission. Your account will be blocked the first time you attempt to do so.
5. No Affiliate Fee will be paid for posting links to your website or to Affiliates who violate the terms of this Agreement.
6. Also prohibited:
 - Autoreferrals;
 - Intentionally misleading users, providing false or inaccurate information about the goods and services provided (to advertise the service as free or underestimate the cost of services);
 - Use of texts, slogans, banners, images, vector graphics and other advertising materials that undermine the reputation of Edugram or the Advertiser by their content;
 - Use of any kind of spam;
 - Attraction of traffic by means of malicious programs, as well as by any other fraudulent means;
 - Attracting traffic from contextual advertising by branded requests;
 - Posting statements and messages on your website or otherwise as part of your marketing activities that are contrary to the terms of the Agreement.

AFFILIATE'S OBLIGATIONS TO INDEMNIFY

1. You shall indemnify and hold Edugram and the Platform you promote harmless against any claim, suit, action or demand made by any third party as a result of:
 - (i) your breach or failure to comply with the terms of the Agreement,
 - (ii) your violation of any applicable law,
 - (iii) your conduct misleading third parties into believing that Edugram and/or the Platforms are liable for taxes in connection with payments received by you pursuant to the Agreement, and
 - (iv) your infringement of another rights, including infringement of intellectual property rights (the cases referred to in clauses (i) through (iv) are hereinafter collectively referred to as the “Claim”).
2. If Affiliate’s obligation to indemnify arises in connection with any Claim, Edugram and/or the Platforms shall promptly notify you and Edugram and/or the Platforms shall be entitled, at their own expense and upon notice to you, to participate in the defense of such Claim. Participation in the defense does not constitute a waiver of your right to claim performance and does not diminish your obligation to provide protection and relief from the liability of Edugram and/or the Platform advertised by the Affiliate. Affiliate may not settle a Claim without the prior written consent of Edugram and the Platform advertised by Affiliate.

WARRANTIES IN ACCEPTING THE TERMS OF THE AGREEMENT

You represent and warrant that:

- (i) If you are an individual, you are at least 18 years of age on the date you accept the terms of the Agreement;
- (ii) You have all necessary authority to operate your website and to post any content on it;
- (iii) You have all necessary rights to promote the Platforms using any advertising method you may choose;
- (iv) Your website(s) and your marketing methods do not and will not infringe the rights of third parties, Edugram or Advertisers;
- (v) You are solely responsible for all websites owned and/or operated by you and all marketing methods used. Edugram and the Advertisers may not monitor your website content or the content you use in your promotional materials, and are not obliged to have any knowledge of such content or content.

LIMITATION OF LIABILITY

1. Any obligation or liability of Edugram and the Advertisers under this Agreement is limited to the aggregate amount of Affiliate Fee paid to you under the Agreement during the year prior to the occurrence of the relevant claim.
2. Affiliate hereby acknowledges that there may be interruptions, errors or other technical problems in the operation of Edugram Affiliate Program, the Links, www.edugram.com and any of the Platforms using Edugram services, and that Edugram and the Advertisers shall not be liable for the consequences of such interruptions or errors.

MISCELLANEOUS

1. **The nature of the relationship.** Nothing in the Agreement is intended to create any partnership, joint venture, organization, franchise or to constitute commencement of an employment relationship.
2. **Applicable Law, Legal Expenses.** This Agreement shall be governed by the laws of the Republic of Cyprus. If one of the parties to the agreement has a claim against the other party, the legal action of such party may be brought only before the relevant state court of the Republic of Cyprus in accordance with the rules of territorial jurisdiction. The party that wins the legal case under this Agreement shall be entitled to recover from the other party the costs of legal services incurred in connection with the proceedings.
3. **Tax Status and Obligations.** Edugram and the Advertisers are under no obligation to provide tax and/or legal advice to the Affiliates, to investigate the tax status and/or tax obligations of the Affiliates. Affiliates are responsible for complying with all applicable tax law provisions in their marketing activities. If Edugram and/or the Advertisers provide you with any information, such information shall not be considered tax or legal advice and Edugram and the Advertisers are not responsible for the accuracy of such information.
4. **Waiver.** A waiver of any breach of this Agreement is not a waiver of any prior or subsequent breach.
5. **Marketing.** You agree that Edugram may identify you as an Edugram Affiliate and use your name and/or logo in its marketing materials for marketing purposes. Use of your name and/or logo for any other purpose not described or implied in the Agreement requires your prior written consent.
6. **Changes.** Edugram may modify the Agreement by posting a revised version on www.edugram.com. If you continue to use Edugram services after the effective date of such changes, you will be deemed to have accepted the amended version of the Agreement.
7. **Assignment and Acknowledgement.** You acknowledge that you have read this Agreement and that you accept all of its terms. You represent that you have made your own judgment as to the appropriateness of the Agreement and do not rely on any representations, warranties or assurances other than those set forth in the Agreement. Neither party may assign rights under the Agreement without the prior express written consent of the other party.
8. **Notices.** All notices, requests, claims, demands and other communications relating to the Agreement must be sent to support@edugram.com.