

PUBLIC OFFER AGREEMENT

Partner (Referral) Program

City of Moscow
2025 г.

«01» December

This Public Offer contains the terms and conditions (hereinafter the “Offer”) that govern the relationship between KMA.biz (hereinafter the “Affiliate Network”) and a member of the Affiliate Network: an individual, a legal entity, or an individual entrepreneur who has registered on the website <https://kma.biz/> as a webmaster and agrees to the terms of these Terms and Conditions (hereinafter the “Webmaster”) and/or a member of the Affiliate Network—an individual, a legal entity, or an individual entrepreneur—who has registered on the website <https://kma.biz/> as an advertiser and has expressed the intention to promote its goods and/or services by placing advertising and informational materials (hereinafter the “Advertiser”).

KMA.biz has established that the definitions below shall have the following meanings:

Internet means the global information network intended for the transmission and storage of information, access to which is provided through computer technologies.

Website means an information resource on the Internet with a unique URL and intended for publishing information.

User means an individual who visits the Internet and/or uses it.

Lead Generation means the process of attracting Internet users to promote goods and services by placing advertising and informational materials.

Lead means an action performed by a User and defined by the Advertiser, for example: an application to purchase goods and/or services, downloading or installing software, filling out a feedback form, etc., aimed at achieving a specific measurable result desired by the Advertiser.

Lead Status means the evaluation of a Lead over a certain period of time. The status is assigned by the Advertiser and becomes available to Affiliate Network participants via technical integration using software tools.

CPA Network means an electronic business environment in which contractual relations arise between the Advertiser and the Webmaster, whereby the Advertiser publishes offers for a product and/or service, and the Webmaster, in turn, attracts customers interested in acquiring such offers using methods permitted by the Advertiser. The end result of such activity is the customer’s purchase of a product and/or service through the CPA Network.

Offer means an offer posted by the Advertiser in the CPA Network for the transfer (sale) of a product and/or services.

Site means the CPA Network’s online resource with the domain name kma.biz, under the Company’s organizational management and owned by the Company on the basis of private ownership rights.

Types of Lead Status:

1. Confirmed — a User action defined by the Advertiser, which includes the evaluation and confirmation of such action by the Advertiser via technical integration.
2. Rejected — a User action that has been evaluated and not confirmed by the Advertiser for any reasons and circumstances.
3. Fraud — a User action committed with an intentional breach of the Terms and Rules and recognized as such by the Advertiser and/or KMA.biz.

Affiliate Network means a digital intermediary platform located on the website on the Internet under the domain name <https://kma.biz/>, which uses and maintains technical integration and software tools in the interests of its participants.

Affiliate Network Participant means the Webmaster or the Advertiser, jointly or separately.

Webmaster means a person engaged in lead generation and other services aimed at attracting potential customers and/or users in the interests of the Advertiser, and who is a participant of the Affiliate Network.

Advertiser means a manufacturer and/or seller of goods or services, or any other organization that has defined the advertising object and is a participant of the Affiliate Network.

Promotion (Offer Name) means the name of a product or service presented by the Advertiser in the Affiliate Network and serving as the object of advertising within an advertising campaign.

Offer Information means the commercial description of the Offer provided by the Advertiser for the purposes of creating advertising and informational materials.

Advertising and Informational Materials means advertising information about the Advertiser's goods or services presented as a static (unchanging image) or animated (graphic or text-and-graphic) information block, created and used during an advertising campaign and placed on the Internet.

Advertising Campaign means the process of creating and placing on the Internet advertising information about the Advertiser's goods or services, the ultimate purpose of which is to attract users and convert such Internet traffic (leads) into confirmed leads.

Order means a request for services to attract potential customers which the Webmaster receives from the Affiliate Network or from the Advertiser as specified in these Terms and Conditions.

Personal Account (Dashboard) means the personal section of the Webmaster or the Advertiser (Partner) on the Company's website, access to which is obtained by entering the Partner's credentials, where the Partner can manage certain services of the Company's website.

Personal Account Blocking means actions of the Company aimed at blocking the Partner's personal account due to the absence of clicks by new Users on affiliate (referral) links and the

absence of new leads for 90 days from the date the Partner joined the Affiliate Company. After the personal account is blocked, the Partner is assigned the “inactive” status.

Credentials means a unique login (e.g., an email address) and password created by the Partner during registration in the personal account.

The interpretation of the above terms and definitions applies to all advertising campaigns and orders.

1. Registration and Acceptance Procedure

1.1. To access the Affiliate Network and become a participant, the Webmaster or the Advertiser must register on the Company’s website <https://kma.biz/>. These Terms and Conditions enter into force from the moment the applicant agrees to them by registering on <https://kma.biz/> and checking the box “I agree to the terms of this public offer”.

1.2. Registration may be granted to individuals, individual entrepreneurs, and legal entities in person or through their authorized representatives. Prior to registration, the above persons and/or organizations are considered applicants.

1.3. By completing all fields in the registration form, clicking “Register”, and checking the box “I agree to the terms of this public offer”, the applicant accepts these Terms and unconditionally agrees to the conditions of participation in the Affiliate Network.

1.4. To complete the registration procedure, the applicant must take the remaining steps required to access the Affiliate Network, namely: fill in the profile details on the KMA.biz website and obtain access to the personal account.

1.5. After registration and account activation, the applicant gains access to the Affiliate Network and becomes its participant. The Participant may independently change the data provided during registration in the personal account, except for the email address. If it is necessary to change the email address, the Participant must submit a request to the email address listed on <https://kma.biz/> asking for such change.

1.6. The Company reserves the right to reject a registration application without stating any reason.

2. Subject Matter of the Terms and Conditions

Rules of participation in <https://kma.biz/>

2.1. The subject matter of these Terms and Conditions is the provision of access to the Affiliate Network located on the Internet website under the domain name <https://kma.biz/>.

2.2. By registering on <https://kma.biz/>, accepting the terms and conditions, and placing its materials, the Advertiser agrees and warrants that:

2.2.1. The Advertiser wishes to participate in the Affiliate Network and accepts the provisions of the Terms of Use to promote its offers on the Internet through webmasters registered on <https://kma.biz/>.

2.2.2. The Advertiser independently determines which offers will be promoted as well as the advertising tools. The Advertiser independently decides to place its offers.

2.2.3. The Advertiser provides information about its goods and/or services that will be used by the Webmaster to create and place advertising and informational materials during the advertising campaign.

2.2.4. KMA.biz does not verify the information about the Offer posted on its website for compliance with the current legislation of the Russian Federation. The Advertiser warrants that any Offer will not: violate applicable law or regulations regarding promotion of the Offer; infringe copyrights, trademark rights, patents, or other proprietary rights of third parties. The Advertiser warrants that KMA.biz shall not be liable to governmental supervisory authorities and/or third parties for inaccurate information about the Offer, as well as for the Offer information being non-compliant with the legislation of the country where it is distributed.

2.2.5. The Offer Information provided by the Advertiser must not contain false information and/or data prohibited for distribution, including, without limitation, information that may be misleading, defamatory, discriminatory, offensive, intolerant, cruel, biased, obscene, etc. If supervisory authorities hold KMA.biz liable for the Advertiser's breach of this warranty, or if any claim is brought against KMA.biz in connection with such materials, KMA.biz shall not be liable and the Advertiser shall assume full responsibility and indemnify KMA.biz for all losses incurred. KMA.biz has the right to refuse to accept and/or place an Offer if it contradicts applicable law and/or contains signs of improper advertising and/or clearly does not comply with generally accepted moral and ethical standards. Such refusal shall be sent to the Advertiser.

2.2.6. The Advertiser's Offer Information must not infringe property rights, copyrights, neighboring rights, patent rights, rights to means of individualization, personal rights, or any other rights of third parties, and must not harm their honor, dignity, or business reputation. If supervisory authorities hold the Company liable for the Advertiser's breach of this warranty, or if any claim is brought against the Company in connection with such information, the Company shall not be liable and the Advertiser shall bear full responsibility and indemnify the Company for all losses resulting from such actions.

2.2.7. The Advertiser has full rights to the intellectual property, trademarks, service marks, company names and/or enterprise names that are used and/or identified in relation to the Offer and/or Offer Information. By accepting these Terms, the Advertiser consents to the Affiliate Network's use of the above items within the services received through participation in the Affiliate Network.

2.3. By registering on <https://kma.biz/> accepting the User Agreement, and placing advertising and informational materials, the Webmaster agrees and warrants that:

2.3.1. The Webmaster undertakes to participate in the Affiliate Network to promote the offers of advertisers registered on KMA.biz on the Internet.

2.3.2. Webmasters independently and at their own initiative manage the advertising campaign. For this purpose, the Webmaster may, at its discretion, create and/or place advertising and informational materials for offers in accordance with the Advertiser's requirements. The Webmaster warrants that such advertising and informational materials do not contain false information or data prohibited for distribution, including, without limitation, information that may be misleading, defamatory, discriminatory, offensive, intolerant, violent, biased, obscene, etc.

2.3.3. The Webmaster must ensure that the advertising and informational materials and/or advertising campaign do not contain any of the following: personal information or any references to celebrities or other well-known persons in any field or sphere; any information containing pornographic images or any references with pornographic images. The advertising and informational materials and/or advertising campaign must not contain “spam”, malicious code, adware, spyware, or similar programs that may harm data, computers, and/or other digital devices. The Webmaster is responsible for compliance with applicable advertising legislation as well as applicable personal data protection legislation. The Webmaster warrants that the advertising and informational materials and/or advertising campaign do not contain malicious, threatening, defamatory, offensive, discriminatory materials or materials that violate third-party personal data rights.

2.3.4. The Webmaster independently determines the placement and distribution of advertising and informational materials on the Internet and may involve third parties at its discretion. The Company does not verify the extent to which webmasters comply with applicable law when placing and distributing advertising and informational materials. The Webmaster warrants that the website does not use methods that force visitors to perform transactions, such as forced clicks, forced sending of paid SMS messages, or other similar methods, including the use of advertising zones under development.

2.3.5. The Webmaster is solely liable to supervisory authorities and/or third parties in the event the Webmaster breaches its warranty obligations. If supervisory authorities hold the Company liable for breach of the warranties provided by the Webmaster, or if any claim is brought against the Company in connection with such materials, the Company shall not be liable and the Webmaster shall bear full responsibility and indemnify the Company for all losses incurred as a result of such actions.

2.3.6. Webmasters agree to receive remuneration from the Company or its affiliates, subsidiaries, agents, subcontractors, or distributors.

2.4. The Advertiser must pay KMA.biz for all leads received based on KMA.biz statistical data and generated in relation to its offers.

2.5. Participants agree that, since computers and/or other digital devices, communication channels and/or the Internet and networks are used to access the Affiliate Network, the Company shall not be liable under this agreement for any delays, interruptions, indirect damage, or losses due to malfunctions of any electronic or mechanical equipment and/or software caused by any other objective technological reasons, as well as due to the actions or omissions of third parties; for any data transmission or connection issues; or for power outages not caused by the Company. Participants must promptly inform the Company of any technical problems that may affect access to the Affiliate Network so that such issues can be remedied. The Company shall not be liable for any delays, downtime, or indirect damage or losses caused by such technical problems.

2.6. The Company’s services are provided “as is” and may be suspended where necessary for scheduled technical maintenance of the website, etc. The Company does not guarantee or warrant any specific results from using the services. This applies to the number of confirmed leads that may be received as well as conversion rates at any stage of advertising campaigns.

3. Data Accuracy

3.1. Participants warrant that the personal and identification data entered during registration are valid and up to date. If any of such data change, Participants must promptly update them in their personal account or notify KMA.biz of such changes in writing.

3.2. Participants are fully responsible for safeguarding their access data (login and password) for the Affiliate Network and must not disclose them to third parties.

3.3. Participants of the Affiliate Network undertake to refrain from any actions affecting the functioning of the Affiliate Network. Such actions include any attempts to technically impact the operability of the Affiliate Network servers, attempts to breach security mechanisms, use of viruses or any other malicious software for any purpose; brute-force attacks, DoS (DDoS) attacks, spam, links, and other processes that may harm the operation of the Affiliate Network.

3.3.1. The Company condemns spam and prohibits sending spam through the CPA Network or by any other means. Access to the CPA Network for users—regardless of their status (Advertiser, Webmaster, Client, Visitor)—found to be using spam mailings for the purpose of promoting goods and/or services in the CPA Network will be blocked. In making such decisions, the Company is guided by the principle of equal treatment of CPA Network users.

3.3.2. By starting work in the CPA Network, Users warrant that they will use the system only to send messages to users and potential clients who have confirmed consent to receive electronic messages. Sending spam through our system is prohibited. Users are prohibited from including false, misleading, or falsified information in message headers, subject lines, or content.

3.3.3. The use of purchased and/or harvested email addresses is prohibited. The Company warrants that it does not buy or sell mailing lists for profit and operates in the services market in good faith. The Company warrants that only registered network users may distribute messages through the CPA Network. By using the CPA Network services, users warrant that they will not use rented or purchased mailing lists or lists obtained in any other way. CPA Network users may send advertising information to potential clients only with their written consent to receive such information.

3.3.4. Complaints about spam and procedure for their review

If you have become a victim of spam mailings containing information of any kind about our CPA Network, please report this fact to the email address listed on the website, specifying the email address from which the unsolicited email was received and forwarding the spam email itself. The Company's administration reviews complaints on a mandatory basis and provides an appropriate response.

3.3.5. The Company's administration has the right to request additional information from the complainant and, if such information is not provided, has the right not to consider the complaint on its merits. If it is established that a spam mailing was initiated by a registered CPA Network user, the Company:

- issues a warning to the violator (first time);
- restricts certain capabilities of the violator (second time);
- blocks such user's access to the account (upon receipt of the third complaint).

4. The following is prohibited in the Affiliate Network:

4.1. It is prohibited to attract potential and/or actual clients by performing transactions using methods or means that contradict the applicable law of the place where the transaction is performed, the Terms of Use, and additional rules established by Advertisers, if such rules are specified when placing advertising and informational materials.

4.2. It is prohibited to use advertising methods that allow a paid action to be registered but force the User to perform such actions through deception, blackmail, or any other actions that violate the User's freedom of choice.

4.3. It is prohibited to use any technologies or methods of cookie injection (cookie dropping). It is prohibited to use scripts that place cookies on websites that the User has not visited or viewed.

4.4. It is prohibited to register and/or use domains similar to the domains of advertisers' websites for promotion and to mislead potential clients regarding the product or service.

4.5. It is prohibited to provide false information that may mislead the Company during registration, as well as other information and data, including, without limitation, regarding ad placement, accounting for completed leads, and remuneration.

4.6. It is prohibited to use advertising and informational materials, as well as any methods of attracting potential and/or actual clients, that may cause direct or indirect harm to the reputation of the Company or its advertisers.

4.7. To conduct an advertising campaign or use advertising and informational materials that violate the Federal Law "On Advertising" or any other law of the country in which potential and/or actual clients are being attracted.

4.8. In the event of a breach by Webmasters of these Terms and Conditions of the Public Offer Agreement, their personal accounts shall be blocked without notice and without payment of any remaining balance and/or compensation.

5. Payments to Participants

5.1. By accepting these Terms and Conditions, participants understand and agree that the Company, through technical integration using software tools, tracks and records all leads, the Advertiser's lead evaluations, and lead statuses, which enables KMA.biz to provide participants with accurate statistical data and calculate remuneration amounts through the Affiliate Network. If there are discrepancies between the Company's statistics and any participant's data, the Affiliate Network's statistics shall prevail.

5.2. KMA.biz maintains an internal settlement account for each participant, which is used for all crediting and payout transactions.

5.3. KMA.biz statistics are used for all calculations in the Affiliate Network. If a participant disagrees with the statistics, they may submit a written request for review and verification no later than 7 (seven) calendar days.

5.4. All settlements and payouts are made no later than 30 calendar days after the end of the reporting period. The reporting period is 1 (one) calendar month.

5.5. The Webmaster receives remuneration from the Company, the amount of which directly depends on the number of confirmed leads. If the account requires verification, the payout may be delayed by an average of 2–4 weeks.

5.6. The Company pays remuneration to webmasters only for confirmed leads received in due time, in accordance with the agreed payout accrual period. The Webmaster independently specifies the payout amount as well as the payment method offered by the Company. The paid amount may not exceed the total remuneration amount in the Webmaster's account.

5.7. The Advertiser pays the Company remuneration, the amount of which directly depends on the number of confirmed leads received by the Advertiser after evaluation.

5.8. The Advertiser must fund its account with an advance payment within 3 (three) banking days after registration in the Affiliate Network. The advance is applied immediately once the Advertiser receives confirmed leads. Confirmed leads that were received but not paid for by the Advertiser due to insufficient funds in its account must be paid to KMA.biz within 3 (three) banking days after the Company issues an invoice to the Advertiser in its personal account. The Company may, at its discretion, suspend the provision of services in the event of an intentional breach of the terms of this Offer. If the deposit was not used, it may be refunded to the Advertiser.

5.9. Payouts to webmasters for leads are made only after the Advertiser transfers the prepayment to the account in the Affiliate Network's personal account. If the Advertiser refuses to pay for the traffic, the affiliate payout is not possible.

5.10. The remuneration amount is determined by the type of paid action and the rate set by the Company for such action at the time it is performed. The Company may change the rate. Participants must review the current and amended rates via the Affiliate Network interface. Registration in the Affiliate Network means that participants agree to the current rates.

5.11. The Company has the right, at its discretion, to offer any Participant who meets the requirements of an internal loyalty program, or where the Company deems it appropriate and with the Participant's consent, to change any settlement terms in the Participant's favor.

5.12. No interest shall accrue on remuneration credited to participants' accounts with the Company in the Affiliate Network, regardless of the payment term.

5.13. To use the Company's services, each participant's internal settlement account must be active. If it is inactive for more than 2 (two) years, the Company closes the account and withdraws the remaining funds from it.

5.14. The Company does not reimburse other expenses incurred by Affiliate Network participants in connection with the placement and/or distribution of advertising and informational materials.

5.15. The Company is not a tax agent and, therefore, does not pay taxes due on payments received by any participant. This means that each participant must pay taxes independently in accordance with local tax legislation.

6. Term of the Public Offer Terms and Conditions

6.1. By accepting these Terms and Conditions, participants confirm their willingness to participate in the Affiliate Network and agree to the provisions of this document and/or any amendments that may be made at the Company's discretion. Consent is given for an indefinite term.

6.2. Any participant may at any time withdraw acceptance of these Terms and Conditions by sending written notice of withdrawal 30 (thirty) calendar days prior to termination.

6.2.1. The Advertiser must reimburse the Company for all actually incurred expenses and pay for the confirmed leads reflected in the Company's statistics by the specified date.

6.3. All payments shall be made using the bank details provided by the Participants and the Company. Participants are fully responsible for the accuracy of the bank details provided during registration.

6.4. The Company may terminate any participant's participation in the Affiliate Network at its discretion at any time by sending written notice of termination 30 (thirty) calendar days prior to the termination date.

6.5. The Company has the right to terminate any participant's participation in the Affiliate Network at any time if the grounds for termination are a breach of the Terms and Conditions and/or applicable law of the country in which the participant is located or provides services. If the Company incurs financial damage or other losses as a result of such breach, the breaching party must reimburse such damage and/or losses upon the Company's written request.

7. Data Protection

7.1. The Company stores and processes data obtained only through registration forms and data entered in participants' personal accounts, as well as data obtained during participation in the Affiliate Network. By registering on <https://kma.biz/>, participants consent to the processing and storage of their personal data.

7.2. The Company warrants the integrity of personal data. Personal data are used only to operate the Affiliate Network and are not disclosed to third parties.

7.3. Contact details obtained by Affiliate Network participants during registration are used for communication between the Company and participants.

7.4. Participants must keep confidential any information received from the Company and must not disclose it to third parties under any circumstances.

8. Rights of Use

8.1. Information used during participation in the Affiliate Network may be used only in connection with the performance of these Terms.

8.2. The Company grants Participants a temporary, non-exclusive right to use the Affiliate Network for the duration of participation in the Affiliate Network. Upon termination or withdrawal of participation, the granted rights are cancelled.

9. Final Provisions

9.1. The Company reserves the right to amend these Terms at any time without stating reasons.

9.2. If certain provisions of these Terms and the privacy provisions are declared invalid in whole or in part, the remaining provisions shall remain in force. The invalid provision shall be replaced by another provision that is closest in meaning and purpose. The same rule applies in the event of any omissions.

9.3. For dispute resolution in court, the law of the country in which the advertising is distributed shall apply.

9.4. Use of the Affiliate Network requires certain hardware and software systems, telecommunications networks, and services of third-party organizations. The Company is not responsible for any costs associated with this, nor for any potential damage or failures in operation.

9.5. The Company may at any time start, cancel, or change the terms of any loyalty program or bonus program at its discretion. Participation in the Affiliate Network is voluntary for participants and does not imply the conclusion of any agreement or transaction.

9.6. The Company reserves the right to block any account in the event of negligence or intentional violation of these Terms and Conditions or without stating reasons.

9.7. The text of this document belongs to the Company, and its copying and/or use without the Company's written consent is prohibited.