

I. GENERAL TERMS AND CONDITIONS

1. TSpirit Digital is an affiliate network, and it provides its partners an access to the offers of its advertisers subject to cost per user action payment, meaning that the users must complete an action specified by the advertiser at their websites/mobile applications/other resources in order for the partner to receive a payment.
2. TSpirit Digital acts using its proprietary software via <https://www.scaleo.io/> domains and their subdomains.
3. In order to participate in the network the partner must complete sign up process.
4. The Administration reserves the right to reject the partner's sign up application without any obligation to disclose the reason for that.

II. REQUIREMENTS TO TRAFFIC SOURCES

5. Before the partner can proceed to work on driving users to the offers, they must register one or several traffic sources in TSpirit Digital system.
6. Such traffic sources may be:
 - a. Websites owned by the partner;
 - b. Contextual advertising, banner and teaser ad networks;
 - c. Social networks;
 - d. Doorway pages created to drive traffic for low frequency search queries in search engines;
 - e. Media buying (traffic purchase and sale) platforms;

f. Other sources, subject the approval by the Administration.

7. Requirements to the websites owned by the partners:

a. The website must have not less than 2,000 unique visitors per day during the preceding 30 days (excluding websites created for commercial purposes – promo code generators, banking websites, gaming, etc.);

b. The website must be compliant to the laws of the Russian Federation;

c. The website must be hosted at a paid hosting service (exception may be made for landing pages);

d. Not less than 50% of the website traffic must come from search engines;

e. Websites with driven up numbers of users.

8. Requirements to traffic sources referred to collectively as social networks:

a. If the traffic source is a public group/community then it must have not less than 2,000 unique visitors per day during the preceding 30 days;

b. Personal social network pages and profiles are not allowed as traffic sources.

9. The traffic sources containing adult content, including images, texts, or links to adult resources, are not allowed.

10. The Administration checks each source within 72 hours before it is allowed for use.

11. The Administration reserves the right to reject any traffic source with no obligation to disclose the reason behind that.

III. LIMITATIONS

12. The partners can not:

- a. Use unauthorized or forbidden sources, as well as official sources of the advertiser (forums, blogs, public pages, etc.);
- b. Use any sources in breach of the laws of the EU, including those breaching Intellectual Property laws;
- c. Drive up numbers of actions in the system in any way, including:
 - i. Performing the necessary actions by themselves;
 - ii. Making users to perform the actions by means of entreaty, remuneration, misleading, or deceit;
 - iii. Cloaking or changing referrers;
 - iv. Changing IP address within single subnet or using proxy servers or anonymizers;
 - v. Using any sources forbidden for a specific offer as may be stated in the offer description;
 - vi. Using spam messaging to drive users or other partners;
 - vii. Using any graphic or other medium that are not relevant to the offer, including any materials referring to other product or brand;
 - viii. Using willful false information about the offer to drive in the users;

ix. Initiating any automated user actions by means of scripts, bots, and any other means;

x. Using toolbars or any other browser extensions to drive in the users.

d. Use any traffic from incentivized advertising sources (seosprint, wmmail, etc.), except when this traffic type is allowed by the offer settings;

e. Ignore information requests from Administration concerning traffic sources or any other data concerning the partner's activities within TSpirit Digital system;

f. Make any misrepresentations or mislead the Administration in any way;

g. Pass out any information concerning driving up numbers or fraud within the system.

h. Limitations regarding provision of services in sanctioned jurisdictions:

1. The partners confirm that neither themselves, nor any of their Subsidiaries or, to the knowledge of the partners, any director, officer, or employee of the partners or any of its Subsidiaries is a Person who:

- is the target of any Sanctions Law, or
- is located, organized, or resident in a country or territory that is, or whose government currently is, the target of countrywide sanctions imposed by any U.S. government Sanctions Authority.

2. The partners acknowledge and accept that TSpirit Digital does not provide services to the companies located in the jurisdictions which are target of countrywide sanctions imposed by any U.S. government Sanctions Authority.

3. The partners are also forbidden from placing the advertising material in the above-mentioned jurisdictions.

IV. RIGHTS AND OBLIGATIONS

13. The partner undertakes:

- a. To follow these Terms and Conditions strictly;
- b. To provide only true information as regards their activities within the T Spirit Digital network;
- c. To turn to the T Spirit Digital Partner Support Service in case they have any question regarding their work with the network;
- d. To give immediate response to the requests and addresses from the Administration, including removing the causes of the advertisers' complaints in regards to ad medium content and quality, as well as sources and means of ad medium placement. If there is no response to any request of the Administration within 12 hours, the Administration has the right to apply sanctions against such non-responding partner.
- e. To provide all data necessary for quality checks, including:
 - i. Links;
 - ii. Screenshots;
 - iii. Ad medium;
 - iv. Work schemes (general outline, with no details);
 - v. Online real-time screen sharing, etc. – at the request of the Administration.
- f. To use only personal Webmoney wallets, it is forbidden to use e-wallets of third parties.

14. The network Administration has the right:

- a. To suspend payouts for the partner account for the purposes of checking the reliability of the data provided by the partner, or for the purposes of the partner's traffic quality check (also at the request of advertiser), as well as in case the Administration has a reasonable cause to believe that the partner may be in breach of these Terms and Conditions. At the time of the account payout suspension the Administration creates a ticket to the partner containing the reason and request for information.
- b. To block any source that is in breach of these Terms and Conditions, including at the request from advertisers. At the time of the source blocking the Administration creates a ticket to the partner containing the reason and request for information.
- c. To block, temporarily, until the circumstances are clarified, the traffic received from the partner at the advertiser's request.
- d. To block, temporarily, until the circumstances are clarified, any partner referring other partners to the system, if 70% or more of the partners he/she drove to the system are banned in the system.
- e. To block, temporarily, until the circumstances are clarified, any account if the partner does not respond to the Administration's requests or does not work with the network for more than 3 months.

V. PENALTIES

15. In case of any breach of these Terms and Conditions by the partner, the Administration of T Spirit Digital network has the right to:

- a. Suspend all payouts for the account until the circumstances are clarified;

- b. Apply a penalty of 30% to 100% of the amount at the partner's balance, depending on seriousness of such breach;
- c. Ban the account with no possibility to enter the system, to request a payout, or to raise the ban;

The rules of the TSpirit Digital agency account forbid:

- Using TDS, traffickback, etc.;
- Resorting to website/landing page spoofing after moderation is completed;
- Using comebackers at the landing pages;
- Using mobile formats without prior approval from TSpirit Digital (write tickets to the Support);
- For products with limitations stated before the campaign launch – breaching requirements to geo targeting and/or day parting rules.

VI. PAYMENTS

16. The payouts to the partners are made to Advcash, Capitalist and payoneer. Payouts are made once a week after advertisers send the whole payout, from Thursday to Sunday. All payouts ordered from the previous Thursday to Wednesday, inclusively, are processed a time.

17. Each offer has a Hold period, which is equal to the number of days given to the network and advertiser to check the action. After the Hold period expiry, if the action is not rejected by the network or advertiser, the payout is available for withdrawal.

18. The partner's account includes two fields: Balance and Available. The Balance shows potential earnings for actions that are under the Hold period. The Available field contains all funds available for withdrawal.

19. Payment procedure:

a. Payments are made once a week in one of the days from Thursday to Sunday, midnight, Budapest time (GMT +2).

b. All payments are done at one time to all partners and it is not possible to make any individual payouts earlier than that.

c. To receive a payment the partner must request it through the personal account. Only the amounts in the Available field are available for such request.

20. The partners may drive other partners (referred partners) to sign up with TSpirit Digital using their referral link from the personal account. The referring partner receives the amount equal to 5% of his/her referred partner's income.

VII. FINAL PROVISIONS

21. The Administration reserves the right to make changes to these Terms and Conditions at any time and without any prior notice.