

## ZaleyCash Service Agreement

Version 00.00.00.01 05 May 2020

### 1. General provisions

**1.1.** This agreement (hereinafter also referred to as the Agreement) governs the relationship for the use of the ZaleyCash resource posted on the website on the Internet at <https://zaleycash.com/>.

**1.2.** This resource can be used by both legal entities, represented by their authorized representatives, and individuals, acting on their own behalf, or on behalf of other persons.

#### **1.3. Terms and definitions used in this Agreement:**

**Site** - <https://zaleycash.com/>

**ZaleyCash (hereinafter - Service)** – a resource for providing access to advertising sites and other services posted on the Site.

**Platforms (advertising platforms)** – advertising services on the Internet, access to which is possible through the Service.

**User** – a person who comes to the Site, acting on his own behalf, or in the interests of a third party.

**Personal account (user account)** – within the boundaries of this Agreement, the user's personal account on the Site, available to him after registration on the Site.

**1.4.** By registering on the Site, the User confirms that the terms of this Agreement are clear to him and do not raise questions.

**1.5.** The User, acting in the interests of a third party, hereby confirms that he has sufficient authority to conclude this agreement, accept its terms, and use the Service in accordance with its purpose.

**1.6.** The User, by registering on the Site, confirms his agreement with the terms of this Agreement.

**1.7.** By registering on the Site, the User confirms that he has read and fully accepts the Service's policy regarding the processing of personal data posted on the Site at: [http://zaleycash.com/static/core/docs/personal\\_data\\_processing\\_policy.pdf](http://zaleycash.com/static/core/docs/personal_data_processing_policy.pdf).

**1.8.** This Agreement for each User comes into effect after completing the registration procedure on the Site, namely after clicking the "Register" button on the registration page.

**1.9.** Agreement is governed by the laws of the Russian Federation.

**1.10.** Any changes to this agreement come into force from the moment the new version of the agreement is published at <https://zaleycash.com/>.

### 2. Subject of agreement

**2.1.** Based on this Agreement, the User is provided with access to the **ZaleyCash** service on the terms set forth in this Agreement.

### 3. Contacts of the parties

**3.1.** The user undertakes to maintain up-to-date information about his contact information specified by him during registration, such as phone and email. The specified contact details are used by **ZaleyCash**

3.1.1. To send notifications and messages relating directly to the use of the Service;

3.1.2. To send advertising information to the User (if the User has agreed to receive advertising information by selecting a checkmark in the appropriate field when registering on the Service).

**3.2.** Communication with the administration of the Service is performed via e-mail **info@zaleycash.com**

#### **4. Service use procedure**

**4.1. The ZaleyCash service** is a resource that unites advertising platforms and other services, and allows you to access them through one resource.

**4.2.** The main purpose of access to the Service is to conduct advertising campaigns on sites that can be accessed through the Service.

**4.3.** Advertising campaigns through the Service are carried out in the Personal Account and is possible after registration on the Service and the acceptance of an appropriate service agreement, pursuant to payment under the specified agreement.

**4.4.** Registration takes place on the main page of the Site:  
after clicking the "Register" button, an email from info@zaleycash.com is sent to the email specified by the User, containing the login (email), the password generated for the account and a link to the personal account.

**4.5.** The User is solely responsible for the safety of his login and password from his personal account. All actions on the Site performed under the User's login are recognized as committed by the User.

**4.6.** After registration, the User gets the opportunity to use the Service for trial purposes, without the possibility of conducting advertising campaigns.

**4.7.** In order to be able to pay and conduct advertising campaigns, the User must, after registering on the Site, initiate the conclusion of a service agreement by sending an appropriate message to info@zaleycash.com, as well as provide the data necessary for the purposes of mutual settlement between the Service, Platforms and the User, or by a person whose interests the User represents.

**4.8.** The service provides the following features:

4.8.1. The ability to concentrate the management of your advertising campaigns conducted on different advertising platforms on one resource;

4.8.2. Create a new account for any of the sites available on the Service, or connect an existing one;

4.8.3. Manage accounts on advertising platforms.

**4.9.** The rules and procedure for creating, linking accounts, managing accounts on available sites, as well as the terms of payment, are specified in the service agreement.

**4.10.** The User's account can be blocked and / or deleted by the Service administration in case of violation by the User of this Agreement and / or the service agreement. In this case, the Service administration sends a notification to the email specified by the User during registration.

**4.11.** By accepting the terms of this Agreement, the User confirms and agrees that if functional changes are made to the operation of the Service, changes and additions to this Agreement, the continued use of the Service by the User after the entry into force of these changes means his agreement with the changes.

#### **5. Limitation of Liability**

**5.1.** The User is not provided with guarantees of achieving any goals through the use of the Service. No one is responsible if the Service does not meet the expectations of the User.

**5.2.** Responsibility for possible damage caused to the User in connection with the loss of his login and / or password, as well as for the actions of third parties who have gained access to the Service using the User's login and password, rests entirely with the User.

**5.3.** ZaleyCash is not responsible for the actions of the Platforms.

- 5.4. ZaleyCash is not responsible for the quality of the services provided by the Platforms. All claims regarding the quality of services provided by the Platforms are sent directly to the Platforms.
- 5.5. ZaleyCash is not responsible for changing or terminating the functioning of any advertising platform or resource available through the Service at the time the User accepts this agreement.
- 5.6. ZaleyCash is not responsible for the quality of public communication networks through which access to the Service and / or sites is provided.
- 5.7. ZaleyCash не несет ответственности за несвоевременное уведомление Пользователя, либо не уведомление, в случае, если Пользователь указал не корректные телефон или адрес электронной почты при регистрации, а также в случае, если телефон или электронный адрес Пользователя изменились, и Пользователь не актуализировал данную информацию в Личном кабинете. ZaleyCash is not responsible for the untimely notification of the User, or failure to notify, if the User specified the wrong phone or email address during registration, as well as if the phone or email address of the User has changed and the User has not updated this information in the Personal account.

## **6. Intellectual property**

- 6.1. By registering on the Site or using any other components of the Service, the User acknowledges the fact that ZaleyCash is the owner of all the content of the Site and the corresponding mobile applications. Designations, logos, trademarks of ZaleyCash, trademarks and commercial designations of sites, as well as other data, results of intellectual activity and means of identification published and available on the Site are the intellectual property of their owners and are protected by applicable law.
- 6.2. No one has the right to copy, distribute, publicly display or create derivatives of the Site and / or Service, or use any materials belonging to ZaleyCash, without obtaining the appropriate prior permission from ZaleyCash.
- 6.3. Using the services of the Service or any other materials owned by ZaleyCash, the User agrees to comply with all additional instructions of the Site administration on the protection of copyrights, trademarks and other intellectual property rights reflected on the Site and ZaleyCash mobile applications.

## **7. Service failures**

- 7.1. ZaleyCash admits the likelihood of failures in the operation of the Service due to technical problems or deliberate actions of third parties. In the event of such a situation, ZaleyCash is not responsible for non-fulfillment or improper fulfillment of its obligations in accordance with the Agreement. ZaleyCash reserves the right to suspend the work of the Service and its components until threats or errors are eliminated.
- 7.2. ZaleyCash will make every reasonable effort to resolve technical issues that arise within a reasonable time frame.
- 7.3. In all cases of service failures, ZaleyCash does not compensate the User's losses incurred as a result of failures in the Service.

## **8. Duration of the agreement**

- 8.1. This agreement is valid for an indefinite period.
- 8.2. The User has the right to terminate this agreement by sending an advising notification to the email support@ZaleyCash.com from his email address specified by the User in his Personal Account on the Site at the time of termination of the agreement.

- 8.3.** In the event that ZaleyCash changes the terms of this Agreement, if the User does not agree with the changes made by ZaleyCash and is not ready to accept them, the User has the right to refuse to use the Service and initiate termination of this agreement by sending an advising notification to e-mail support@ZaleyCash.com from his email address mail specified by the User in his Personal Account on the Site at the time of termination of the agreement. Continued use of the Service after ZaleyCash has made changes to the terms of this Agreement means that the User agrees with the changes.
- 8.4.** ZaleyCash has the right to terminate this agreement with the User and prohibit the User from accessing the Service in the cases and on the conditions described in this Agreement.
- 8.5.** ZaleyCash has the right to terminate this agreement if ZaleyCash has circumstances that prevent it from executing this agreement. In this situation, ZaleyCash undertakes to notify Users in advance about the termination of the agreement by posting relevant information on the Site.