

RULES FOR PARTICIPATING IN CASHBACK PROGRAM

(as amended on September 21, 2020)

The Rules determine the procedure and terms of Users' participating in Cashback program arranged by the Company, including together with the Cashback Partners.

1. Terms and definitions

The terms and definitions in these Rules shall be used to mean the following:

“Company”, “System Operator” is International Financial Community Limited, registration No. 1491371, located at 19 Waterfront Drive P.O. Box 3540, Road Town, Tortola, VG1110, British Virgin Islands, carrying out the processing of information received from the Partner's Customers about the purchases of Partner's Products and/or Services made by the Partner's Customers; verification of information uniqueness by making a corresponding request to the Partner; crediting the bonus remuneration (Cashback) to the Buyer;

“User”, “Buyer”, “Customer” is a person having purchased the Cashback Partner's Product or Service and applied to the Agent for paying Cashback within a specified period of time;

«WM Coins» are a virtual unit for displaying the number of bonus points accrued. WM Coins shall be calculated at the rate determined by the Company as of crediting WM Coins. The calculation of WM Coins may be found in the Regulations on WM Coins bonus Program;

“Cashback” is a form of encouraging the Users, the participants of this “Cashback” program. The encouragement shall be granted in accordance with these Rules and shall be expressed in bonus remuneration credited to the User to make it possible to use this bonus remuneration later on by the User to settle accounts on the Website or withdraw the funds by any means available on the Website. When carrying out the operation on withdrawing Cashback, the payment shall be made in the currency of payment chosen by the User, available on the Website, at the Company's rate applicable as of carrying out the operation;

“Web Service Partner” is the third-party web service, which grants the participants of this Cashback program discounts and bonuses for purchasing the products / providing the services on other platforms. This program shall not apply to the bonus programs of the Web Service Partners. The rules and the procedure for participating in the bonus programs of the Web Service Partners are set by the corresponding rules of the bonus programs of the Web Service Partners;

“Trade Partner” is an individual, self-employed person (self-employed), individual entrepreneur, another subject of economic activity or a legal entity registered in accordance with the applicable legislation, the Advertisements of whose Products are posted on the Website in the Marketplace of the corresponding Trade Partner, whose Products may be purchased on the Website;

“Cashback Partner”, **“CP”**, **“Offline Cashback Partner”** is a legal entity, an individual entrepreneur or any individual registered in the Web Service, entitled to deposit the Security Payments by any means available in the Web Service as well as to participate in “Cashback” program;

“Security Payment” is funds transferred to the Company by Cashback Partner to credit the Cashback to the Cashback Partner’s Customers, and to pay the commission to the Company;

“Online Cashback Partner”, **“Online CP”** is a legal entity, an individual entrepreneur or any individual registered in the Web Service and posting the link to its external website for the Customers’ jump thereto to perform desired actions;

“Personal Account” is a closed part of the Website, which constitutes a set of secure pages on the Website created when the Personal Account is activated and containing the User’s data on the Website, in which the Web Services provided on the Website are available to the User;

“Partner Network” is a structure of the participants of the Loyalty Bonus Program involved by the User;

“Website” is a website hosted on the Internet under <https://www.wellmax.eu> domain name by means of which the access to the System is gained;

“Web Service” is a web service available on the Website, which allows the Cashback Partner, Trade Partner, and User to use all the functional means provided for them within the scope of these Rules. The Web Service includes interface, software and other elements, which are necessary for proper functioning;

“System” is an automated software providing access to the partner interface, which is necessary to participate in the Program. The access to the System is gained via the User’s Personal Account;

“Personal Cashback” is Cashback accrued for the personal purchases as well as for the purchases of the Users invited by personal referral link;

“Structural Cashback” is Cashback accrued for the purchases of the Users, who are in the structure of the Partner Network;

The terms not defined in this document may be used in the Rules. In this case, that term shall be construed in accordance with the text of Regulations on Loyalty Bonus Program. In the absence of unambiguous interpretation of the term in the documents specified, one should be guided by interpretation of the term defined: firstly, by the legislation in force, then by the term established (commonly used) on the Internet.

WM Coins crediting shall be determined by the following rate: 1 WM Coins to 1 US dollar.

When registering the Personal Account on the Website, the User gives his/her consent to the terms of these Rules. These Rules shall apply to the relations between the Company and the User following the User's registration in the Personal Account in the Web Service, namely following clicking "Register" button on the registration page (offer acceptance).

Regarding the Users registered in the Personal Account on the Website prior to the publication of the Rules on the Website, these Rules shall regulate the legal relations between the Company and those Users arisen from the moment of posting the Rules on the Website.

The Company shall be entitled to make functional changes to the Web Service operation, change the rules for Cashback accrual as well as supplement and change these Rules. By accepting the terms of these Rules, the User confirms and agrees that continuing use of the Company's Web Service by the Customer means his/her consent to the changes made.

The procedure and the terms of Cashback accrual are set by these Rules. The procedure and possible means of Cashback usage are set by these Rules and other documents available on the Website.

2. Participation in "Cashback" program

The participation in the Program is free-will and free of charge.

To become a participant of "Cashback" program, the User should register in the Personal Account on the Website and read the terms of these Rules. The registration of the Personal Account is necessary to create the User's account and his/her internal account, where WM Coins accrued will be taken into account, available for payment as Cashback by means of the Web Service.

Capable adult individuals or minor individuals acting by their legal representatives may register and become the Users.

By registering, the User gives his/her consent to these Rules and ensures that he/she is an adult person or another person acting by his/her legal representatives in full accordance with the legislation of the state, the citizen of which the corresponding User is.

Prior to Cashback crediting, the User shall keep the receipts and other documentations of the purchases identifying the purchase of the corresponding Products and/or Services, and he/she shall provide the Web Service with those receipts and documentations by means of the Personal Account to verify the actuality of the purchase made.

Providing the payment documents to participate in "Cashback" program, the User also gives his/her consent to their further processing to the Company for analytic, statistic, marketing and other purposes.

3. Cashback accrual

The System Operator shall accrue WM Coins to the User's personal account from each purchase of the referral User involved or the referral Users involved by that User.

The Company shall be entitled not to accrue WM Coins bonus points and annul them, including but not limited to the following cases:

The Product is returned, the Service is cancelled.

The Payment is cancelled.

The purchases were made by the User, who abuses his/her position, including that, who is the Cashback Partner's employee.

The list is not exhaustive and shall also apply to any purchases, on which there are suspicions of abuse of the Program Rules.

3.1. Cashback accrual for the purchases from Offline Cashback Partners

If the User has made a purchase, complying with all the terms of the Cashback program, and Security Payment has been transferred in favour of the Company by the Cashback Partner in the amount enough to accrue Cashback to the User and pay commission to the Company, Cashback shall be credited to the User in the form of WM Coins bonus points in the corresponding amount. Cashback for purchasing the Products and/or Services from the Cashback Partner shall be calculated in the amount set by the Cashback Partner in his/her offer to get Cashback on the Website.

The Company shall accrue Cashback after receiving the order from the Cashback Partner by technical means of the Personal Account subject to enough amount of the Security Payment in the Cashback Partner's balance for Cashback accrual.

The term of request for Cashback accrual shall not exceed two (2) months from the moment of purchasing from the Cashback Partner unless otherwise provided by the Cashback Partner. The term of verification and making a decision on accrual of WM Coins bonus points in the form of Cashback shall be carried out within the time limit no more than one (1) month from the moment of receiving the corresponding request.

Cashback shall be accrued for the purchase made only provided that the purchase is actually made and payment is made. The User shall keep the data and documents confirming the payment for the Product and/or Service up to the Company's order on paying Cashback to the User.

3.2. Cashback accrual for the purchases from the Trade Partners

Cashback to be accrued to the User for purchasing the Products and/or Services on the Website shall be calculated on the basis of the amount, which is the percent of the cost of the Product

and/or Service paid (Cashback amount). Cashback amount shall be displayed in price offer of the Product and/or Service.

Accrual shall be calculated according to the formula, taking into account the coefficients set by the Company. The coefficients (factors) of WM Coins accrual for the purchases (Cashback) shall be calculated in accordance with the User's level in Wellmax Priority structure and the Users' levels in the chain up to the User in Wellmax Priority structure, who has purchased the Product on the Company's Website.

Cashback shall be credited to the User's personal account only on completed orders. The number of WM Coins shall be calculated at a time at the moment of order. WM Coins shall be credited by the 21st working day after order completion. If the product is returned before the expiration of the term specified, WM Coins shall not be credited under "Cashback" program. In case of revealing the signs of direct or indirect fraudulent activities, the System Operator shall be entitled to revoke or cancel credit. This rule shall apply both to the User's actions and to the Buyer's actions, who is not the web service User.

3.3. Cashback accrual for the purchase from Online Cashback Partners

Cashback to be accrued to the User for purchasing the Products and/or Services on Online CP's website shall be calculated on the basis of the amount, which is the percent of the cost of the Product and/or Service paid (Cashback amount), or in a fixed amount of remuneration. Cashback amount shall be displayed in Online CP's card on the Website.

Cashback requests shall be processed after the data on jumps and purchases on external Online CP's website are verified and after the funds are credited from Online CP to the Web Service for paying Cashbacks to the Customers.

Cashback shall be credited to the User's personal account not later than the term specified in Online CP's card on the Website.

3.4. Cashback accrual for the purchase from the Web Service Partners

Cashback to be accrued to the User for purchasing the products and/or services from the Web Service Partners shall be calculated according to the rules of the bonus programs of the Web Service Partners.

WM Coins for purchasing the Products and/or Services from the Web Service Partners shall be credited within the time limits set by the corresponding rules of the Web Service Partners.

4. Structural Cashback

Structural Cashback shall be accrued on Wellmax Priority structure, starting from the User, who has made a purchase, and to all the parent users in the structure above him/her. Structural Cashback amount shall depend on the User's level that has been reached by him/her in Wellmax Priority system as of receiving Cashback (if he/she is the very Buyer), or on the difference

between his/her level and maximum level in the structure between him/her and the User, who has made a purchase, if he/she is one of the parents in the structure, on which the Structural Cashback is accrued.

Structural Cashback shall be also accrued in the following cases:

Starting from the 1st level, for the requests approved by the Cashback Partners made by Wellmax Priority participant's subordinates of the 1st and 2nd depth levels, Wellmax Priority participant will get:

accrual of the amount of WM Coins, which corresponds to 10% of the Personal Cashback amount, which was received by his/her direct subordinate in Wellmax Priority structure (the 1st depth level);

accrual of the amount of WM Coins, which corresponds to 5% of the Personal Cashback amount, which was received by the direct subordinate of his/her direct subordinate in Wellmax Priority structure (the 2nd depth level).

5. Violation of the Rules for participating in “Cashback” program

The Company shall reserve the right to unilaterally reject Cashback accrual at its own discretion and suspend or completely cease the access of any Customer to the Web Service services if that Customer has violated the terms of “Cashback” program.

The violation of “Cashback” program terms, inter alia, includes:

Receiving the message from the Cashback Partner on cases, when the amount of Cashback subject to accrual to the Customer is more than the actual amount of payment for the Product and/or Service;

The registration of several accounts for the purpose of receiving additional benefits and increased coefficients for Cashback accrual;

Forgery of screenshots and information on purchase made;

Cashback Partner's (Offline and Online) rejection of remuneration for the purchase, including if the Cashback Partner (Offline and Online) has returned the funds for the Product purchased and/or Service provided to the User;

Other complaints about fraud received from Cashback Partner (Offline and Online).

Any attempts of fraud or deception on the part of the User shall result in blocking or removal of the Personal Account. The entire Cashback accumulated in the form of WM Coins bonus points as of the removal of the Personal Account, if any, shall be written off by the Company.

If the User has suspicions of fraud, he/she may inform the Company thereon using the contact details specified on the Website. The User's appeal shall be considered by the corresponding service and the decision shall be made on taking the corresponding measures.

6. Period of validity of the Rules, change of the rules

The Company shall be entitled to make functional changes to the Web Service operation, change the rules for Cashback accrual as well as supplement and change these Rules. By accepting these Rules, the User confirms and agrees that continuing use of the Company's Web Service by the User means his/her consent to the changes made.

The Company shall reserve the right to unilaterally reword the Rules, without preliminarily notifying the User. Rewording the Rules shall not affect the period of validity of the Program, which is not limited in time.

New wording of the Rules shall come into force from the moment of its publication on the Internet on www.wellmax.eu at: https://wellmax.eu/assets/site/docs/ru/rules_for_participating_in_cashback_program.pdf.

If during the calendar day from the moment of publication of new wording of the Rules the Company has not received a notification on unilateral rejection of participating in the Program from the User or the User has submitted a request to accrue and/or withdraw Cashback, the User shall be considered to have accepted new wording of the Rules.

The User shall trace the changes made to the Rules on his/her own.

The Company shall be entitled to terminate the validity of the Rules by means of publishing the notification on the Website and in the Appendix not less than 60 working days in advance (by means of software and hardware facilities or via e-mail).

7. Other terms and conditions

These Rules shall obey the law of the System Operator's location, the law of the British Virgin Islands. All the disputes arising over application of these Rules shall be subject to consideration and settlement in court at the System Operator's location.

All the issues not expressly regulated by these Rules will be settled in accordance with the applicable legislation, the legislation of the British Virgin Islands.

Nothing in these Rules may be interpreted in contradiction with the applicable legislation.