

# RULES FOR PARTICIPATING IN CASHBACK PROGRAM

*(as amended on 16 December , 2019)*

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 are used to mean the following:

**“Company”** 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 on 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 of bonus compensation (Cashback) to the Buyer;

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

**«WM Coins»** are a virtual unit for reflecting the number of bonus points accrued. The calculation of WM Coins is carried out at the rate determined by the Company as of WM Coins accrual. The calculation of WM Coins may be found in the Regulations on WM Coins bonus Program;

**“Cashback”** is a form of encouraging the Users, participants of this “Cashback” program. The encouragement is granted in accordance with these Rules and expressed in bonus compensation credited to the User to make it possible to use this bonus compensation later on by the User to settle accounts on the Website or withdraw the monetary funds by any means available on the Website. When carrying out the operation on withdrawing Cashback, the payment is 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.

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

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

**“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;

“**Web Service**” is a website of <https://www.wellmax.eu>, providing with access to participate in “Cashback” program;

“**Website**” is a website hosted on the Internet under <https://www.wellmax.eu> domain name.

WM Coins crediting is determined by the following rate: 1 WM Coin 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 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 in the Web Service operation, change the rules for Cashback accrual as well as supplement and amend these Rules. By accepting the terms of these Rules, the User confirms and agrees that continuing use of Company’s Web Service by the Customer means the consent to the amendments 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 shall be taken into account, available for payment as Cashback by means of the Web Service.

Capable adult natural persons or minor natural persons represented by their legal representatives may register and become Users.

By registering, the User gives his/her consent to these Rules and ensures that he/she is an adult person or other person represented by his/her legal representatives in full accordance with the law 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, shall provide the Web Service with them 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 proceeding to the Company for analytic, statistic, marketing and other purposes.

### **3. Cashback accrual**

If the User has made a purchase, complying with all the terms of the Bonus 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 is credited to the User in the form of WM Coins bonus points in the corresponding amount. Having accumulated a sum of bonus points, which the User would like to withdraw, but no less than the sum set on the Website, the User may send an application to withdraw Cashback by any available means (the list of available means of withdrawing is represented on the page in the Personal Account).

Cashback amount reflected in WM Coins is determined when submitting an application for Cashback accrual calculated as 1 WM Coin is equal to 1 US dollar.

The Company shall accrue Cashback following the examination of the application for Cashback accrual, compliance with the terms of “Cashback” program, including the verification of the fact of Cashback Partner’s participating in “Cashback” program, absence of signs of abuse of the terms of “Cashback” program. The means of verification specified are determined by the Company at its discretion and on the basis of the data at its disposal.

The term of application for Cashback accrual shall not exceed two (2) months from the moment of purchasing from the Cashback Partner. The term of verification and making a decision on WM Coins bonus point accrual 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.

The Company shall not accrue WM Coins Bonus points for the purchases made from the sellers of the Products and/or Services, who are not the Cashback Partners and do not participate in the Program.

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

Return of the Product, Service cancellation are carried out;

Payment cancellation is carried out;

The purchases were made by the User abusing his/her official capacity, including being the Cashback Partner’s employee.

The list is not exhaustive and shall apply also to any purchases, regarding which there are suspicions of abusing the Program's Rules.

#### **4. Withdrawing the Cashback accrued**

The User may get payment of Cashback accrued as WM Coins bonus points in the form of monetary funds by the means provided on the Website in the Personal Account. The Payment shall be carried out calculated as 1 WM Coins bonus point is equal to 1 US dollar.

To get Cashback payment, the User shall submit an application for withdrawing by means of Personal Account's technical means.

The withdrawing Cashback accrued from the User's internal account in the Personal Account shall be carried out by any means convenient for the User represented in the Personal Account.

To withdraw Cashback, it is necessary to meet the following conditions:

The amount of Cashback paid should make no less than the minimal sum available for withdrawing. The minimum amount of WM Coins necessary for Cashback withdrawing shall make:

- 100 WM Coins for withdrawing to the bank account;
- 10 WM Coins and no more than 150 WM Coins for withdrawing to the bank card and mobile phone number.

The User shall draw up an application for withdrawing, specifying the sum, the method of withdrawing and other necessary data, including the Personal Data necessary to pay Cashback in accordance with the rules of payment system chosen.

Sending the application for withdrawing Cashback, the User shall point out reliable, precise, correct and up-to-date information. Otherwise, the User shall take all the risks for incorrect, untimely or failure to make Cashback payment or paying to the third party.

The User shall point out the real, reliable, precise and registered data only.

The Company shall inform the User on withdrawing Cashback in the form of a message via a communication channel chosen by the User in the corresponding section of the Personal Account or an e-mail sent to the e-mail address pointed out by the User when registering and in the course of using the Web Service.

Following the confirmation of the application and giving the order on Cashback payment to the Company:

the Company's liability for paying Cashback pointed out in the application is considered to be executed;

the Company shall not be liable for the further destiny of the monetary funds;

To make payments of Cashback, the Company may use the web services and software solutions provided by the third parties.

The Company reserves the right to unilaterally change the terms of withdrawing the monetary funds at any time, with notifying its Customers.

The Company is not the Customers' tax agent. The Web Service Customers shall independently fulfill all the obligations to comply with the applicable law on taxes and dues regarding the Cashback received. The Company shall not be liable for the Customer's failure to fulfill the obligations.

## **5. Violation of the Rules for participating in "Cashback" program**

The Company reserves 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 sum 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;

Rejection of remuneration for the purchase by the Cashback Partner, including if the Cashback Partner has returned the monetary funds for the Product purchased and/or Service provided to the User;

Other complaints about fraud received from Cashback Partner.

Any attempts of fraud or deception on the part of the User result in locking 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, is 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 decisions shall be made on taking the corresponding measures.

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

The Company reserves 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 comes into force from the moment of its publication on the Internet on [www.wellmax.eu](http://www.wellmax.eu) at: \_\_\_\_\_.

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 an application to accrue and/or withdraw Cashback, the User is considered to have accepted new wording of the Rules.

The User shall trace the amendments 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 no 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 provide the User's participation in the Company's "Cashback" program and receiving of WM Coins bonus points for the purchases of the Products and/or Services from Cashback Partners.

The User shall be also entitled to participate in "Cashback" programs of external web services cooperating with the Company. The terms of participating in each particular "Cashback" program are determined by the external web services on their own according to the rules for participating in those programs and may be changed depending on operating conditions of that service.