



## TERMS OF PARTICIPATION IN OTON DISTRIBUTION PROGRAM

**Updated: March 09, 2021**

These Terms of Participation in OTON Distribution Program («**Terms**») describe the general terms and conditions of participation in OTON Distribution Program and its Affiliate Program.

Please note that OTON Ecosystem is not an investment project!

### **1. Terms and definitions**

#### **1.1. Defined terms**

Terms used herein are defined in the Terms of Use.

#### **1.2. Interpretation of references**

For the purposes of these Terms, unless the context otherwise requires, any reference:

1.2.1. to "the clause" or "the paragraph" is a reference to the clause or the paragraph hereof;

1.2.2. to "these Terms" is a reference to these Terms being in force at that time or amended in accordance with the provisions hereof;

1.2.3. to "a person" includes individuals, legal entities, partnerships, other non-legal entities or associations of persons and any state or public authorities;

1.2.4. to "a right" includes authority, a measure of legal protection and freedom of action.

#### **1.3. Interpretation**

1.3.1. words used in the plural refer to both the singular and vice versa;

1.3.2. words used in masculine, neuter or feminine refer to all genders;

1.3.3. the words "other" or "including" do not infringe on the general meaning of the words ahead and should not be interpreted as referring only to an anterior word where a broader interpretation is permitted.



## **1.4. Headings**

1.4.1. The headings hereof do not affect the interpretation.

## **2. General requirements**

2.1. Your participation in OTON Distribution Program may be recognized as a business activity in the country of your permanent residence/citizenship, and you may be required to register legal entity or a private entrepreneur in accordance with the requirements of the applicable law.

2.2. The legislation of the country of your permanent residence/citizenship may prohibit and restrict you from participation in OTON Distribution Program and also may contain some special requirements for such participation.

2.3. It is highly advised that you consult on the issues specified in clauses 2.1. and 2.2. with a competent specialist and legal adviser before you participate in OTON Distribution Program. Please note that OTON Ecosystem does not provide such information and does not advise on these matters.

2.4. The Partner of OTON Distribution Program must be registered User of OTON Ecosystem.

2.5. Each Partner of OTON Distribution Program shall occupy only one position in the structure of rewards payments; circumvention of this rule is prohibited.

2.6. In order to participate in OTON Distribution Program, you need to register your OTON Account and acquire Bonus card on OTON Marketplace or Easy Business Community Package.

## **3. Status of the Partner in OTON Distribution Program**

3.1. Each Partner of OTON Distribution Program shall act as an independent entrepreneur.

3.2. By participating in OTON Distribution Program, you carry out activities that serve the interests of all Partners as all Partners are interested in the development of OTON Ecosystem.

3.3. OTON Ecosystem does not create obligations for the Partners of OTON Distribution



Program to reach either a required minimum number of invited persons, or a minimum amount of products or services of OTON Ecosystem or its Satellite Projects sold to such persons, or to attract other persons to become Partner of OTON Distribution Program or any other obligation related to your activities as a Partner of OTON Distribution Program.

3.4. The Partner's income primarily depends on their personal sales volume and on how much time and effort the Partner invests in developing and building of their own business.

#### **4. Termination and lockout of the Partner's status in OTON Distribution Program**

4.1. The issue of termination and lockout of the Partner's status in OTON Distribution Program is governed by the Section 6 of the Terms of Use.

#### **5. Rights of the Partners in OTON Distribution Program: Rewards.**

5.1. You may receive rewards according to the Affiliate Program that are calculated as a certain percentage from purchase made by OTON Ecosystem User or other person at your invitation.

5.2. In accordance with these Terms and the Affiliate Program, you will not receive a reward for only attracting a new participant in OTON Distribution Program, this is technically impossible. You shall receive rewards from each purchase made by such User according to the Affiliate Program.

5.3. The reward shall be paid in cryptocurrency, EUR or other currency depending in which type of currency the purchase is made.

5.4. The reward is credited to your OTON Account balance automatically when purchase is made by a person from the structure of your OTON Distribution Program according to the Affiliate Program. Information on the payment of all rewards is available in your OTON Account. Please note that some Satellite Projects may provide special conditions for the rewards payments, we highly recommend you to read the documents and affiliate programs related to such Satellite Projects carefully.

#### **6. General obligations of the Partners of OTON Distribution Program.**

6.1. Partners of OTON Distribution Program are prohibited from violating the rights of



the other Partners or any third parties, encumber them or otherwise violate current legislation, including legislation governing competition.

6.2. In particular, but not exclusively, it is prohibited to the Partner of OTON Distribution Program:

6.2.1. to carry out any actions that create the impression that OTON Distribution Program is an investment project and guarantees payment of any dividends.

6.2.2. to report income statements or make statements, or imply that participating in OTON Distribution Program is an opportunity to get rich quickly and achieve success with minimal efforts and time or in absence of any efforts or time. Partners of OTON Distribution Program during first conversation on this topic, should explicitly state that only a few Partners of OTON Distribution Program may receive a respectively large income from participation in OTON Distribution Program and such income is possible only as a result of very intensive and continuous work.

6.2.3. to carry out actions that create an impression of existence of any reward for the purpose of attracting a new Partners in OTON Distribution Program.

6.2.4. to disseminate false or misleading information about OTON Ecosystem, Affiliate Program or Satellite Projects . Partners of OTON Distribution Program may speak about OTON Marketplace products, Satellite Projects, Easybizzi, OTON Distribution Program only in accordance with OTON Ecosystem Documents.

6.2.5. to send advertising materials via e-mail, fax or promotional SMS (spam) without consent of the recipient. This prohibition also includes use of illegal actions for example unauthorized or unfair advertising (e.g. misleading statements).

6.2.6. to carry out actions that may create impression that OTON Distribution Program is illegal. In particular, that it is a system built on the principle of a "pyramid" or any other fraudulent system.

6.2.7. to carry out actions for the sale and/or marketing on minors or persons unsophisticated in business communication; and to use the age, illness or person with limited capability of being aware of their actions, to encourage such person to acquire products or services of OTON Ecosystem or its Satellite Projects. When contacting a person from so-called "socially unprotected groups" or a person who speaks a foreign language, the Partner should take into account financial capabilities of such person, the



proficiency in the language in which the conversation is conducted and the ability of such person to be aware of their actions, in particular the Partner should not perform any actions that could induce such person to carry out actions that do not correspond to their financial capabilities.

6.2.8. to take disproportionate, illegal, or unclear actions in respect of the legal consequences of sales and marketing. These actions should not apply unacceptable pressure on any person.

6.2.9. to commit any action that could lead the customer to purchase any products or service of OTON Ecosystem or its Satellite Projects merely to do such Partner a favour, end an unwanted conversation or to enjoy advantages that are not part of the offer or to show appreciation for offering such an advantage.

6.2.10. to claim that the Affiliate Program and/or Satellite Projects are approved, permitted or supported by any government agency or authority.

6.2.11. to offer products and services of OTON Ecosystem and its Satellite Projects on auctions, public or private "flea markets", websites for exchange of goods, on exchange platforms, online stores, on Internet shopping portals (such as eBay or Amazon) and on similar trading platforms.

6.2.12. to claim himself/herself as an employee and/or official representative of OTON Ecosystem;

6.2.13. to mention competitors in a negative, disparaging or in any other manner that violates the law and/or gives negative or pejorative assessment of other companies on the market.

6.2.14. to use OTON Ecosystem logo and logo's of its Satellite Projects without consent of OTON Ecosystem;

6.2.15. to register its own trademarks, product names, internet domains or other protected industrial rights containing OTON, Easybizzi or other Satellite Projects names and logos or registered trademarks or product names used on the Website or Satellite Projects websites;

6.2.16. to require the status of an exclusive representative in any region;

6.2.17. to induce third parties to sell or purchase products and services of OTON



Ecosystem and its Satellite Projects in order to improve your position in the structure of OTON Distribution Program or manipulate with the amounts of rewards in some other way.

6.2.18. to entice and/or re-sign other Users who are already Partners of OTON Distribution Program from their structure.

6.3. The Partner of OTON Distribution Program shall:

6.3.1. advertise and sell products and services of OTON Ecosystem and its Satellite Projects only in those countries where the local legislation does not contain any prohibitions and/or restrictions for citizens/residents on use of the Website and/or participation in OTON Ecosystem and/or participation in OTON Distribution Program and/or its Satellite Projects.

6.3.2. advise honestly and in good faith, removing any ambiguities regarding product and services of OTON Ecosystem and its Satellite Projects and participation in OTON Distribution Program.

6.3.3. communicate honestly and respectfully with the Users, including Partners of OTON Distribution Program, sales partners from other affiliate marketing companies when distributing online or during communication with other persons working in the direct sales method.

6.4. Partner of OTON Distribution Program shall not collude with any person for the purpose of violating or creating precedents for violation of these Terms and/or provoke or induce another Partner of OTON Distribution Program on such violation.

6.5. Partner of OTON Distribution Program has no right to refer to anonymous feedbacks and opinions of any third party about products and services of OTON Ecosystem and its Satellite Projects. Such feedbacks and opinions must correspond to the real person and be relevant.

6.6. The reason for acquiring products and services of OTON Ecosystem and its Satellite Projects should not be vague and/or contain misleading promises or special benefits if such promise of benefit is relevant to future, vague results.

6.7. Partner of OTON Distribution Program may conduct presentation of products and services of OTON Ecosystem and its Satellite Projects at home, via online meetings,



webinars and other similar events within the framework of the applicable law and these Terms.

6.8. Partners may advertise OTON Ecosystem, Satellite Projects, its products and services on their own expenses via its own or third party internet websites, including social networks.

6.9. Partners of OTON Distribution Program may use official materials of OTON Ecosystem provided that such materials shall be used only in unchanged form.

6.10. Partners of OTON Distribution Program have the right to create and distribute their own documentation for the sale of the products and services of OTON Ecosystem and its Satellite Projects on their own internet pages, advertising videos and other self-created media products and advertising media, provided that it shall have a mandatory notice stating that it is "not official Content of OTON Ecosystem".

6.11. Partners of OTON Distribution Program are entitled to respond to press inquiries about OTON Ecosystem, Satellite Projects, OTON Distribution Program and/or Affiliate Program.

6.12. Partners of OTON Distribution Program are entitled to speak publicly (for example, on television, radio, on Internet forums) about OTON Ecosystem, Satellite Projects, OTON Distribution Program and Affiliate Program.

6.13. Partner of OTON Distribution Program may transfer its structure to another person who is OTON User according to the procured prescribed in the Terms of Use.

6.14. Partner of OTON Distribution Program accepts and bears under its own responsibility all travel expenses, costs, office and telephone calls or other expenses for advertising materials.

## **7. Sale of third-party goods and services/Prohibition of work on competitors**

7.1. You have the right to be engaged in activities related to the sale, promotion and advertising of products and services of other companies, including those using the method of affiliate marketing even if they are OTON competitors.

7.2. However, participants of OTON Distribution Program are prohibited from offering to the other OTON Users products and services from third party companies who are not



acting partners of OTON Ecosystem.

7.3. If the Partner of OTON Distribution Program works at the same time for OTON competitors, other companies or participates in direct sales systems, he/she must arrange this activity in such a way that there is no connection or intersection with their activities in OTON Distribution Program.

## **8. Tax liabilities.**

8.1. In accordance with the laws of the country of your permanent residence/citizenship, you are responsible for paying taxes on income in that country and other taxes or other charges that apply or may apply to your income. We recommend that you consult with an independent tax specialist on these issues. OTON Ecosystem does not provide such information and does not advise on these matters.

## **9. Liability, exemption from liability**

9.1. If these Terms are violated your User account can be lockout (blocked) for certain period of time according to the Section 6 of the Terms of Use.

9.2. Partner of OTON Distribution Program is fully liable for any damages caused to the other Users and any third party by violation of Participant's obligations provided herein.

9.3. Other Partners of OTON Distribution Program and/or Users do not bear joint or subsidiary liability for the obligations of a particular Partner of OTON Distribution Program.

9.4. Partner shall release other Partners and Users from liability for claims of third parties in connection with the breach of the obligations provided by these Terms or in connection with other violations of the applicable legislation. In particular, Partner of OTON Distribution Program undertakes to indemnify all costs incurred by Users including attorneys, litigation costs and any other compensations incurred in view of such third party claims.

## **10. Amendments**

10.1. This document can be amended at any time.

10.2. You will be notified of any amendments to these Terms before continuing to use the Website.





10.3. If you shall continue to use the Website after receiving notice that new version of these Terms being enforce, this means that you are deemed accept such amendments.

## **11. General legal conditions**

11.1. If a court competent to consider such a matter decides that any provision hereof is void, such provision shall be excluded from these terms without affecting the validity of the remaining provisions. At the same time, the remaining positions shall remain in force.

11.2. This document is written in English. To the extent that any translated version of this document conflicts with this English version, this English version shall prevail.