



CLINKOMATIC WEBSITE TERMS, CONDITIONS AND NOTICE

Welcome to the Clinkomatic.com website (the “Website”). This Website is operated by Clinkomatic, brand of Francesco Altomare – Hasenheide, 9 – 10967 Berlin – Germany – IČ DPH: DE288729704

The terms “we”, “us”, “our” and “Clinkomatic” refer to Francesco Altomare and our corporate affiliates and websites (collectively, “Clinkomatic”). The term “you” refers to the Customer visiting and subscribing the Website and/or contributing actions on this Website.

This Website is offered to you conditioned upon your acceptance without modification of any/all the terms, conditions, and notices set forth below (collectively, the “Agreement”). By accessing or using this Website in any manner, you agree to be bound by the Agreement. Please read the Agreement carefully. If you do not accept all of these terms and conditions, you are not authorized to use this site. Be sure to return to this page periodically to review the most current version of the Agreement. We reserve the right at any time, at our sole discretion, to change or otherwise modify the Agreement in accordance with the Terms and Conditions herein and your continued access or use of this Website signifies your acceptance of the updated or modified Agreement.

USE OF THE WEBSITE

As a condition of your use of this Website, you will need to communicate a right address of eMail and password, you warrant that all information supplied by you on this Website is true, accurate, current and complete; if you have a Clinkomatic.co.uk account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you; you are 13 years of age or older in order to register for an account and contribute to our website; you possess the legal authority to enter into this agreement and to use this Site in accordance with all terms and conditions herein.

Clinkomatic does not knowingly collect the information of anyone under the age of 13. We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement.

Adherence to the Service and its benefits are offered at the sole discretion of

Clinkomatic, which therefore has the right not to process your membership for any reason and without being called to account, and that it has the right to modify these terms entirely or in part, as appropriate and without notice.

Copying, transmission, reproduction, republication, posting or redistribution of the Site Content or any portion thereof is strictly prohibited without the prior written permission of Clinkomatic.

PROHIBITED ACTIVITIES

The content and information on this Website (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software, code or other material), as well as the infrastructure used to provide such content and information, is proprietary to us. You agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website. Additionally, you agree not to:

- I. access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose;
- II. violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
- III. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructures;
- IV. incorporate any part of this Website into any other website without our prior written authorization;
- V. attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Clinkomatic in connection with the Website or the services
- VI. frame, minimize, remove or otherwise inhibit the full and complete display of any Web page accessed by an end user after clicking on any part of an Sponsored Url;
- VII. display any Sponsored Like(s) any Web page or any Web site that contains any hate-related, violent, pornographic, adult or illegal content;
- VIII. disseminate malware;
- IX. use more than an account to access to Clinkomatic;
- X. engage in any action or practice that reflects poorly on Clinkomatic or otherwise disparages or devalues Clinkomatic's reputation or goodwill;
- XI. wilfully post or create contents disparaging against a particular advertiser;

PRIVACY POLICY

Clinkomatic believes in protecting your privacy. Any personal information you post on the Site will be used in accordance with our privacy policy. Click [here](#) to view our [Private Policy](#).

GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 Clinkomatic is a site selling online services for social networks.
- 1.2 Clinkomatic can avail of the benefit of the work of the Members (hereinafter referred to as "Clinkers") subscribers to its Site
- 1.3 By entering the site the Clinker, intends to adhere to the terms and conditions, all inseparable and essential, given below and agrees to make his own work that involves performing actions on online pages proposals through the Site.
- 1.4 The introduction is an integral and essential part of the Contract.

2. ELIGIBILITY

- 2.1 The Clinker declares to be in compliance with the age of majority under the laws of the country of residence, being a natural person, to be capable of understanding and will.
- 2.2 It is not allowed the use of machines, scripts or automated services for the accumulation of any economic benefit that may arise from the use of the Service. Clinker has every right to have only one account. The duplicate account will be deleted.
- 2.3 The Service is available only through access to the Site in order to receive the benefits and privileges of those who join the service, you must have Internet access and an email address. Clinkomatic is not responsible for any errors or malfunctions of internet access, or Clinkomatic access or of your account access.
- 2.4 By accepting these conditions, the Clinker implicitly accepts the prohibition of sending spam through e-mail messages in order to invite third parties to register to Clinkomatic. In the event of failure to comply with these or other parts of these terms, Clinkomatic can proceed with the cancellation of the clinker from the Service without notice or accountability.

3. ECONOMIC APPROVAL

- 3.1 Each Clinker will be credited, in accordance with these conditions, a sum varying from a minimum of 0.03 to a maximum of 5.00 € based on the type of action (click) carried out through the Site to web pages proposals. The Financial Reward will be viewed on the site in relation to each action performed. The

Financial Reward is gross of tax due by law and Clinkomatic issue receipts for each payment.

- 3.2 The actions performed through the Site will entitle you to get the Financial Reward if and only if all the parameters contained herein will be respected.
- 3.3 In case the Clinker cancels the action taken, the initial click is void, and will not be entitled to recognition Clinker statement.
- 3.4 The amounts of the credits attributed to the economic actions to be taken may be subject to revision or cancellation by Clinkomatic.
- 3.5 Clinkomatic at its discretion, may apply revisions to the Clinker's account at any time, as a result of misbehavior or canceling the action carried out by the same Clinker. In case of dispute, the only possible solution is the removal from the Site.
- 3.6 Crediting of the Financial Reward will be governed by tax laws in force in the Country of the registered office of Clinkomatic.
- 3.7 It is his own responsibility of the Clinker to fulfill their tax obligations in force in the Country of residence deriving from the Financial Reward matured.
- 3.8 The Clinker has the responsibility to carry out regular checks on his account in order to ensure that the economic Credits for actions carried out have been appropriately credited. In case of dispute, Clinker must wait at least 30 days and no later than 90 after the execution of an action to be able to appeal to Clinkomatic. In addition, all Credits earned by the Clinker are subject to verification, and any resulting revisions will be applied to the account at any time at the sole discretion of Clinkomatic. The Clinker can not contest the accreditation of economic Credits.
- 3.9 Clinkomatic has the right to cancel any account in case of offensive activities or fraudulent, pornographic, profane or in the event that the Clinker is no longer accessible to the email address provided.

4. CONDITIONS OF PAYMENTS

- 4.1 The amount earned by Clinker will be paid to the request sent through the Site by clicking on the button "Charge Out". To get the Charge Out Clinker must have accumulated a sum equal to or greater than 10.00 € The credit will be paid within 72/120 hours from the request, through PayPal, to the registered email address. For each transaction, personal and fiscal data must be complete and correct and the Account will be active.

The amount not paid by reason of the non-requirement of Account active, will be paid at maturity later in the presence of that requirement.

- 4.2 The Clinker is responsible for maintaining the account Active and correcting personal and fiscal requirements. Therefore, the lack of or incomplete compilation of these requirements, exonerate Clinkomatic from payment of cost Credits.

5. ACCESS YOUR ACCOUNT, PASSWORD AND UNSUBSCRIBES FROM SERVICE

- 5.1 To registration for the Service, the Clinker must notify Clinkomatic a valid email address and a password.
- 5.2 The account data and payment-related information can only be modified after you login. You can check the status of your account, directly from the display that appears above the "charge out" on the Site
- 5.3 Clinkomatic is authorized to intervene on the basis of instructions from that Clinker is logged. To ensure safety, it is suggested to store your password, write it down without. The Clinker has the responsibility to keep secret their email addresses, passwords and other private information.

Clinkomatic is not responsible for credits or debits effected on account of parties outside who have used a log of others.

- 5.4 The Clinker has the option to unsubscribe from the service Clinkomatic online at any time by clicking on the "Unsubscribe" inside the "Profile" page.
- 5.5 It is important that you must keep your Clinkomatic account password secure and confidential. You must notify Clinkomatic immediately of any breach of security or unauthorised use of your Clinkomatic account that you become aware of. You agree that you will be solely responsible (to Clinkomatic, and to others) for all activity that occurs under your Clinkomatic account.

6. LIABILITY DISCLAIMER

- 6.1 Clinkomatic not be liable for any damage caused carried out from your access, or inability to access the site, including, but not limited to, the inability to earn income recognition. With membership to this agreement, the Clinker acknowledge that has carefully read, evaluated and accepted, also this clause.

7. DISCLAIMER OF WARRANTIES

- 7.1 By registering the Clinker agrees, expressly acknowledges and declares that:
 - a) Use of the Service is at your sole and exclusive discretion. The Service is provided "AS IS" and "AS AVAILABLE" and therefore Clinkomatic assumes no responsibility for its use and availability, timeliness, deletion, failure to deliver or store any communication of Clinker.
 - b) Any Content downloaded or otherwise obtained from or through the Service is obtained at the sole and absolute discretion and sole risk and that the Clinker is the sole and exclusive responsibility for any damage to his computer system or loss of data resulting from these materials or that he has downloaded from having used the service.

7.2 The Clinker declares and guarantees to hold uninjured and exonerate Clinkomatic, as well as subjects related to it or controlled by it, its representatives, employees, and any of its partners from any liability, including reasonable attorney's fees, that may arise from the use of the Service by the Clinker, the connection to the Service, by a breach of the rules governing their use, a violation of third party rights.

7.3 The services offered by Clinkomatic are made with the greatest possible care. Clinkomatic can not be held liable for malfunction and damage, direct and / or indirect, that may result from them.

8. END OR MODIFICATIONS TO SERVICE

8.1 We reserve the right to suspend or discontinue the Service at any time without notice. This means that the Clinker shall have 45 days from the termination date of service to request its own recognition statement. The notification of end of Service will be sent to the email address provided during the registration process. Clinkomatic not be held responsible for non-notification of end of Service where such malfunction is caused by reasons beyond the control of Clinkomatic, including errors in the e-mail program, incorrect e-mail addresses, not checking e-mail online, if you do not have been notified to Clinkomatic a change of email address.

9. DELETING

9.1 Using the Service is subject to the terms and conditions as described in this Agreement. Any failure to compliance with these terms and conditions, any fraud or abuse relating to the maturity or repayment of the amounts accrued or any misinterpretation or information provided to Clinkomatic by Clinker, or someone who is his representative, may lead to the cancellation of account. Clinkomatic also reserves the right to consider Inactive all the Account which, although warned by Clinkomatic after the first 20 days of no activity, will be missing in action traceable for more than 30 consecutive days. The latter are referred to as "Inactive Accounts" and after 3 months of inactivity will be closed-end and will no longer be able to access using their own login. The funds in the Inactive Account will be kept by Clinkomatic.

10. VARIOUS

10.1 These terms and conditions constitute the sole and exclusive agreement between the Clinker and Clinkomatic and govern your use of the Service, beyond any previous agreement between the Clinker and Clinkomatic. The failure to exercise by Clinkomatic of a right provided by law or by these Terms does not constitute a waiver of such right or provision. Should one or more provisions of these terms and conditions has held invalid by the competent court, the parties agree that the court should in any case try to maintain the effectiveness of the agreements between the parties, as specified in this Agreement and other terms and conditions shall remain in full force and effect in all respects.

11. EXPENSES

11.1 The Clinker not be entitled to reimbursement of expenses from Clinkomatic, in relation to any costs of any kind and for any reason, supported by Clinker same as for conducting governed by this Agreement.

12. TAXES

12.1 Any taxes incurred in relation to the Clinker amounts accrued and received, including withholding levy payable with the amounts predicted by PayPal, will be charged exclusively to the Clinker same.

13. GENERAL PROVISIONS

13.1 The communications between the Parties shall be made through eMail filed for registration.

14. TRANSLATION

14.1 The original text in English version of this Agreement may have been translated into other languages. The translated version of this Agreement is unofficial and informational purposes only and does not confer any right to Clinker. In case of dispute about the contents or interpretation of the terms and conditions of this Agreement or in the event of conflict, ambiguity, inconsistency or discrepancy between the English text and translations in other languages of this Agreement, the English text shall prevail and shall be the version final and legally binding. The English version will be used in any legal proceedings.

15. COMPLETION AND EFFECT

15.1 This Agreement shall be valid and shall be effective upon written confirmation of acceptance and approval of Clinker to exercise by Clinkomatic. The Affiliate agrees, understands and approves all the terms and conditions set forth in this Agreement.

16. LAW AND JURISDICTION OF COMPETENCE

16.1 This Website is operated by a U.S. entity and this Agreement is governed by the laws of the State of Italy. You hereby consent to the exclusive jurisdiction and venue of courts in Italy and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of this Website. You agree that all claims you may have against Clinkomatic arising from or relating to the Site must be heard and resolved in a court of competent subject matter jurisdiction located in the state of Italy. Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction and this cannot be excluded by contract.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this

Website or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Website within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in the Agreement shall continue in effect.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and Clinkomatic with respect to this Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and Clinkomatic with respect to this Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

These Terms and Conditions are available in the language of the Site. The specific Terms and Conditions under to which you signify your agreement will not be individually stored by Clinkomatic.

The Site may not always be updated on a periodic or regular basis and consequently is not required to register as editorial product under any relevant law.

Any rights not expressly granted herein are reserved.

Revised: 13/02/2015