

Terms & Conditions of the Pidoco Affiliate Program

This agreement (“**Agreement**”) is made by and agreed to between Pidoco GmbH trading as “Pidoco”, with registered office at Blücherstraße 22, D-10961 Berlin, Germany (“**Pidoco**”), and you, as identified in accordance with sec. 1.2 (“**You**”), both together referred to hereinafter as “**Parties**” or individually as “**Party**”. You can contact Pidoco as follows:

Email: service@pidoco.com - **Phone:** +49 30 48816381 (CET) - **Online Help Topics:** <https://pidoco.com/support>

Pidoco has created, developed and installed a web-based system by which it provides a suite of software services which enable users to create, share, and test interactive prototypes of future software applications (Pidoco Usability Suite). Companies and individuals can register a user account via Pidoco’s website (“**Site**”) and use the software under a software-as-a-service model in return for a usage fee. Pidoco has created an affiliate program (“**Affiliate Program**”), under which individuals or organizations like You may earn “**Affiliate Rewards**” for incorporating in their websites or other media and channels certain promotional materials provided by Pidoco and/or links to Pidoco’s website. This agreement sets forth the terms and conditions of Your participation in the Affiliate Program.

1. APPLICATION FOR AFFILIATE PROGRAM AND CONCLUSION OF CONTRACT

1.1 You may apply to participate in the Affiliate Program by entering in your user account via the Site the following information necessary to participate in the Affiliate Program: Your full name, Your address, Your email address, Your PayPal account, Your “**Preferred Payout Currency**” (USD or EUR), whether you are subject to sales tax (VAT) and, if You are a merchant located in the European Union, Your valid VAT ID number. All information must be complete and correct, and You must inform us of any changes without undue delay. By applying to the Affiliate Program You make an offer on the terms of this Agreement. The contract is concluded when Pidoco accepts Your offer by displaying a unique “**Affiliate Identifier**” in Your user account on the Site. Pidoco may accept or decline any offers at its sole discretion.

1.2 Upon acceptance of Your application by Pidoco You will become an official participant of the Pidoco Affiliate Program.

2. AFFILIATE REWARDS AND PAYMENT

Subject to sec. 5, Pidoco will pay You an Affiliate Reward for each Qualified Transaction in accordance with the following provisions.

2.1 Qualified Transactions

2.1.1 “**Qualified Transaction**” means a transaction whereby a customer: (i) uses a Link (as defined below) to enter Pidoco’s Site, (ii) completes a registration of a new user account on the Site during the visit of the Site immediately following the use of the Link, (iii) makes within 12 months from this registration and using this user account a purchase of one or more of Pidoco’s Products (as defined below), and (iv) remits full payment to Pidoco. Only the first purchase by a new customer referred by You shall be deemed a Qualified Transaction.

2.1.1.1 A “**Link**” is the graphical or textual Internet hyper-link to the Site tagged with Your Affiliate Identifier as approved and assigned to You by Pidoco. Site users will be identified and linked to Your Affiliate Identifier if they have clicked to the Site via a Link and have registered a user account. You are solely responsible for ensuring that hyper-links to Pidoco’s Site are correctly tagged with Your Affiliate Identifier.

2.1.1.2 A “**Product**” is one paid subscription to one of the editions of the Pidoco Usability Suite as offered by Pidoco via the Site, currently the “Basic”, “Pro” and “Unlimited” plans. A trial, free or unpaid subscription is not deemed a Product.

2.1.2 The following transactions are NOT Qualified Transactions: (1) any transactions that do not arise from or are not connected with Your Affiliate Identifier; (2) any transactions that involve a user or customer who previously purchased services or products from or through Pidoco; (3) any transactions that arise in connection with or as a result of a pre-existing relationship between Pidoco and a user or customer; (4) any transactions that arise in connection with Your purchase of services or products for Your own use or for resale or commercial use of any kind, including but not limited to, orders for customers or on behalf of customers or orders for services and products to be used by You or Your friends, relatives or associates in any manner; (5) any transactions which are not a bona fide arm’s length transaction for the purchase of services or products; (6) any transactions that are made using any device, program, robot, iframe or hidden frame or similar means; and (7) any transactions compensated separately under any other existing program.

2.2 Affiliate Rewards

2.2.1 The Affiliate Rewards (which are exclusive of the applicable VAT) are calculated as a percentage of the net purchase price paid by the customer in a Qualified Transaction less any taxes, discounts, incentives and other price reductions. As of April 30, 2020, the percentage is: **30 %** (thirty percent).

2.2.2 Pidoco reserves the right to change at its sole discretion the Affiliate Rewards upon no less than 30 days written notice. In case of such change of the Affiliate Rewards, You have – in addition to the normal termination right set forth in sec. 5 – a special right to terminate this Agreement with effect from the date on which the new Affiliate Rewards become applicable.

2.2.3 Except as otherwise provided, Pidoco shall pay You Affiliate Rewards that are owed for each quarter, within 30 days of the beginning of the following quarter. By applying to the Affiliate Program, you agree that Pidoco shall issue a credit note stating the Affiliate Rewards owed to you for the preceding quarter, and no further invoice or documentation shall be required. Payments shall be made via PayPal directly into Your PayPal account. All amounts shall be paid in Your Preferred Payout Currency (currently US dollars (USD) or Euros (EUR)) according to the currency selected by You from the currencies offered by

Pidoco. For Affiliate Rewards based on Qualified Transactions in currencies different than Your Preferred Payout Currency we will calculate the Affiliate Reward based on the most recent daily reference exchange rate published by the European Central Bank on the day of the payout. You will be solely responsible for any transaction fees imposed by PayPal. If a transaction upon which You have already been paid an Affiliate Reward is later charged back, cancelled within 90 days, breached, repudiated or rejected by a customer after payment and Pidoco is forced to remit fees, You must pay back to Pidoco an amount equal to the Affiliate Reward for such transaction. Pidoco may deduct this amount from the total amount of Affiliate Rewards payable to You.

3. RIGHT TO MAKE USE OF PROMOTIONAL MATERIAL

By participating in the Affiliate Program, You may obtain access to and permission to use certain authorized promotional materials provided by Pidoco. You are permitted to use these materials for the promotion of Pidoco's products and services only, and only within the guidelines provided by Pidoco. This right is non-exclusive, non-sublicensable, non-transferable and may be revoked by Pidoco at any time. No other uses are permitted; in particular, You may not alter the materials provided by Pidoco without Pidoco's explicit prior written consent.

From time to time Pidoco may, at its sole discretion, provide You with certain promotional codes ("**Promo Codes**") that customers referred by You may use at the time of purchase to receive a discount on the purchase price. You may share such codes only under the conditions explicitly stated at the time of provision. The Affiliate Rewards for such transactions will be calculated based on the discounted price.

4. LEGAL AND ETHICAL CONDUCT; INDEMNITY

- 4.1 You remain solely responsible for Your website and other content and promotional methods. You are responsible for compliance with the requirements of all relevant legislation (including subordinate legislation and the rules of all relevant regulatory authorities) in force or applicable in Germany or any other applicable territory.
- 4.2 You must not make use of Your Affiliate Identifier, Promo Codes or any of Pidoco's trademarks, service marks, tradenames, URLs, copyrighted material, or any of the materials provided by Pidoco (together "**Materials**") in any manner that may negatively affect Pidoco's reputation; in particular, You must not use these Materials on websites or in any other place whose content is illegal, defamatory, pornographic, violent or otherwise harmful to minors, hate-oriented, racist, discriminating on the bases of race, color, national origin, religion, sex, age, or disability, promotes illegal goods, services or activities, or infringes upon Pidoco's or any third party's intellectual property, privacy or other rights. You must not cause Your website to copy, resemble or mirror the look and feel of Pidoco's Site or create the impression that Your website is Pidoco's website, that You are in any way associated with Pidoco, or that Pidoco endorses any of your opinions, products, services or actions. You must not manipulate the Affiliate Identifier or place it or any Materials on any website that contains any viruses, Trojan horses, worms, time bombs, cancelbots, or any other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data, or personal information.
- 4.3 You must not engage in and/or facilitate spamming, indiscriminate advertising or unsolicited commercial email or otherwise fail to comply with any other EU regulations, directives, decisions or guidelines on data protection or data privacy and guidance as may be implemented into national law/regulations, laws and/or regulations that govern email marketing and/or communications. You represent and warrant that You will not interfere with other affiliates' activities.
- 4.4 You may use social media sites for Your promotional activities, but You must not place your Affiliate Identifier or Promo Codes on any of Pidoco's profile or company pages on any third party site, including but not limited to platforms like Facebook, Twitter or Google. You must not use Pidoco's trademarks, service marks, tradenames or brand with any online ads on platforms like Facebook, Twitter or Google.
- 4.5 You understand and acknowledge that any act in contravention to sec. 4.1 through 4.4 could cause third parties to take legal action or raise claims against Pidoco or damage Pidoco's reputation and reduce the value of Pidoco's brand. You shall indemnify and hold Pidoco harmless from and against all claims, loss or damage arising in connection with Your negligent or willful breach of Your obligations under sec. 4.1 through 4.4. In the context of this section only, the term "Pidoco" shall include officers, directors, employees, corporate affiliates, subsidiaries, agents, and subcontractors.

5. CONTRACT TERM AND TERMINATION

- 5.1 This Agreement is concluded for an indefinite term. It may be terminated by either party upon 10 days written notice.
- 5.2 Upon termination of this Agreement You shall no longer accrue Affiliate Rewards.
- 5.3 Notwithstanding the foregoing, either Party may terminate this Agreement for cause at any time by written notice. In particular, Pidoco may terminate this Agreement if You breach any of Your obligations contained in this Agreement or if Pidoco, at its sole option, decides to discontinue the Affiliate Program. Upon termination for cause You shall no longer accrue Affiliate Rewards.
- 5.4 Upon termination of this Agreement, any payments outstanding at the time of termination shall be paid by Pidoco to You within 120 days of the termination date, and any outstanding balance shall be paid by You to Pidoco within 120 days of the termination date. All payments are subject to recovery for charge-backs.

- 5.5 Upon termination of this Agreement, any permission granted under this Agreement will terminate and You must return or destroy any Materials provided to You by or on behalf of Pidoco.
- 5.6 Any and all claims between the Parties to this Agreement must be enforced with 180 days from effective termination of this Agreement, otherwise they will be forfeited.

6. LIMITATION OF LIABILITY

Pidoco shall be liable to pay damages to You or compensate You for wasted expenditure made under this Agreement only in the following cases: (i) If Pidoco, its legal representatives or its agents or auxiliaries have acted willfully or grossly negligently; (ii) in cases of culpable injury to life, limb or health; (iii) in cases of culpable breaches of essential contractual duties including such breaches that result from minor negligence; (iv) where Pidoco has issued a guarantee to the extent agreed under this guarantee; and/or (v) if and insofar as Pidoco is subject to a mandatory liability under the German Product Liability Act (Produkthaftungsgesetz). Essential contractual obligations are obligations having to be performed in order to attain the contractual purpose in the first place, and which the parties may therefore rely on being performed.

7. MISCELLANEOUS

- 7.1 Notices under this Agreement are only effective if sent to: (i) for Pidoco, via email to service@pidoco.com, and, (ii) for You, to the email address provided by You. You are solely responsible for keeping Your contact information up-to-date.
- 7.2 The relationship of the Parties shall be solely that of independent contractors. Neither Party may act as agent of the other.
- 7.3 You may not assign any of the rights under this Agreement without Pidoco's prior express written permission.
- 7.4 You may not disclose the content of this Agreement to any third party. You will keep any and all information labeled as confidential by Pidoco in strict confidence and use it only for the purpose of and to the extent required to execute this Agreement.
- 7.5 This Agreement is exclusively governed by the laws of Germany excluding any and all provisions of private international law. In case You are a merchant, the Courts in Berlin, Germany are the exclusive forum for any actions related to this Agreement.
- 7.6 This Agreement may only be altered, amended or modified in writing (including e-mail). The same shall apply for a waiver of this requirement of the written form.

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