

IN CONSIDERATION FOR YOUR PARTICIPATION IN THE PARTNER PROGRAM (THE "PROGRAM") PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS. BY REGISTERING WITH THE PROGRAM VIA THE WEBSITE [HTTP://PARTNERS.SURVICATE.COM](http://PARTNERS.SURVICATE.COM) YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN. IF YOU DO NOT ACCEPT OR UNDERSTAND THESE TERMS AND CONDITIONS, PLEASE DO NOT REGISTER FOR OR PARTICIPATE IN THE PROGRAM.

Introduction

1. The binding agreement ("Agreement") between you and Insights Delivered Sp. z o. o. ("Survicate") composes of these particular Terms and Conditions ("Terms and Conditions") that apply to your participation in the Program provided via the following Internet website <http://partners.survicate.com> (the "Site"), and do not alter in any way the terms or conditions of any other possible agreement you may have with Survicate, its subsidiaries or affiliates.
2. "You" or correspondingly "Partner" means any entity or affiliated persons, and/or any agency or network acting on its (or their) behalf, that has registered with the Program via the Site, which will also be contracted by the Terms and Conditions and this Agreement.
3. Please note that these Terms and Conditions affect your legal rights and obligations. If you do not agree to be bound by all of Terms and Conditions, do not access or use the Site.

General Partner Program statements

1. To participate in the Program the Partner:
 - a) must be at least 18 years old,
 - b) must have an active and verified PayPal account in good standing.
2. By registering with the Program via the Site You agree to be bound by these Terms and Conditions and confirm that you are at least 18 years of age and are lawfully fit and able to accept these Terms and Conditions.
3. If you are participating in the Program on behalf of any legal entity or corporation you further represent and warrant that you are rightfully authorized to accept these Terms and Conditions and enter into an agreement on such entity's behalf.
4. Survicate reserves the right in its sole discretion at any time to refuse to anyone's participation in the Program and change any of the Terms and Conditions. You agree that your participation in the Program after the date when the updated Terms and Conditions

come into effect establishes an agreement based on the amended Terms and Conditions and will apply to your participation in the Program from that point forward.

5. Providing false information in the registration form will result in immediate termination from the Program and will forfeit all outstanding Referral fees and Commissions.

Partner Responsibilities

1. Partner shall introduce Survicate services to current and prospective customers and will comply with all laws as well those that govern email marketing and anti-spam laws.
2. The Affiliate may post as many Referral links to Survicate as Affiliate finds necessary as well as register in any search, referral, or advertising service (such as e.g. Google's AdWords program), provided that Affiliate ensures that each website containing a Referral link meets the terms of Agreement.
3. Affiliate shall not:
 - a) purchase or register search engine keywords, AdWords, search terms or other identifying terms that Survicate considers in its sole discretion as promoting sexually explicit materials, violence, firearms or weapons, illegal activities, fake or counterfeit items, promote gambling or betting, discrimination based on race, sex, religion, nationality, disability, sexual orientation, or infringing upon others' intellectual property rights,
 - b) register any domain names which are identical or similar to Survicate or any other trademarks owned by Survicate and Affiliate shall at all times comply with reasonable guidelines for the use of such trademarks as may be issued from time to time.
 - c) install spyware on another person's computer; cause spyware to be installed on another person's computer, or use a context based triggering mechanism to display an advertisement that partially or wholly covers or obscures paid advertising other content on a website in a way that interferes with a person's ability to view that website;

Affiliate's cooperation

1. Partner participating in Partner Program as an Affiliate is entitled to Referral Fee and Qualified Lead Fee.
2. For a sale of Survicate service to generate a Referral Fee the customer must jointly:
 - a) use a browser that has its cookies setting enabled,
 - b) follow a Referral link,
 - c) purchase Survicate service and remit full payment to Survicate.
3. For a install of Survicate service to generate a Qualified Lead Fee the customer must jointly:

- a. Use a browser that has its cookies setting enabled,
 - b. Follow a Referral link,
 - c. Install Survicate service on its website by pasting a Javascript Code provided and at least 10 visitors must visit the website to be tracked by Survicate service.
4. Affiliate will receive a Commission which amounts to 25% of Net Income from every sale of Survicate service made with accordance to paragraph 4.2. Net Income means total income from customer.
5. Affiliate will receive a Qualified Lead Fee which amounts to \$5 of every confirmed installation of Survicate service made in accordance to paragraph 4.3.
6. Referral fee may be a subject for adjustments for the credit card chargebacks and refunds. Fraudulent or voided transactions do not qualify as basis for Referral fee.
7. Qualified Lead Fee may be a subject of adjustments for any case in which installation of Survicate service made in accordance to paragraph 4.3 Survicate recognizes as a result of SPAM or attempt of fraud.
8. The Referral fees and Qualified Lead Fees are traced through the use of cookies. If it is not be possible to track traffic from the Affiliate's site to the Survicate website because the visitor is using cookie-blocking software, Survicate is only responsible for paying commissions on sales that can be traced back to the Affiliate.
9. Only the Affiliate who was assigned the Referral link customer clicked on last (the one that drove the buyer to purchase Survicate service) will get Referral Fee for the sale.
10. Survicate shall have the sole right and responsibility for processing all orders made by customers. Affiliate acknowledges that all agreements relating to sales to customers shall be between Survicate and customer and that the prices for the Survicate services will be set solely by Survicate in its discretion.
11. All determinations of Referral links and whether a Referral fee or Qualified Lead Fee is payable will be made by Survicate in its sole discretion, and will be final and binding on both Survicate and Affiliate.
12. In the event that the Amount Due for a calendar month is a negative amount, Survicate may, but will not be obliged to, carry forward and set off such negative amount against Amounts Due for future months which would otherwise be payable to Affiliate. If the Amount Due for a particular calendar month does not exceed 50 USD, Survicate will be entitled to withhold and carry forward such amount to the end of the next calendar month in which the Amount Due (including any sums carried forward in this way) exceeds 50 USD.
13. If the Amount Due exceeds 50 USD Affiliate may withdraw funds from their account(s) at any time. Funds can be withdrawn up to the value of the Amount Due.

14. Affiliate will not be entitled to receive any Referral fees and Qualified Lead Fee in respect of customer who:
 - a) has been introduced in breach of any term of his Agreement,
 - b) makes an initial payment which is subject to a chargeback or which is reversed for any other reason,
 - c) fails any identity or credit checks carried out by Survicate or on its behalf,
 - d) is located in a territory from which the Survicate does not accept customers,
 - e) is suspected by Survicate of acting in breach of the terms and conditions governing his/her account, or any fraudulent or dishonest activity,
15. In the event described in paragraph 4.12. if any such payment has already been made to Affiliate in respect of such customer, Affiliate will promptly repay the amount paid on receiving notice from Survicate. Survicate will be entitled, but not obliged, to set-off any amount owed as a result against future Referral fees.
16. All payments made by Survicate under this Agreement are deemed inclusive of any VAT or other tax payable and will be paid in USD exclusively with PayPal. Any fees connected with withdrawing funds e.g. PayPal transaction fee, shall be borne by the Affiliate.

Survicate's Responsibilities

1. Survicate agrees to pay the Affiliate Referral fees on sales of Survicate services referred directly by the Affiliate ("Referral fees") if that customer has accessed Survicate's site and purchased the product or service via Referral link.
2. Upon registration Survicate will make available:
 - a) referral link which redirects to the Survicate website with a unique login assigned ("Referral link"). This information is saved on the computer of the visitor, who enters the Survicate website through the Referral link, in the form of a cookie which is active for the period of 120 days,
 - b) Affiliate platform, where Affiliate will be able to review statements showing the number of customers introduced via Referral link, trials and subscriptions for Survicate services, amount of the accrued Referral fees available for withdraw in accordance with paragraph 4.13, ("Amount Due"), contact details including address, as well as payment information associated with the Partner's account,
 - c) Reseller platform, where Reseller will be able to review and manage licenses of Survicate products and services, amount of Reseller discount and payment status.
 - d) promotional tools such as banners, buttons, search engines, logos, trade names, trademarks, graphic images and similar identifying material etc ("Licensed Materials").

License

1. Unless otherwise indicated, all of the Licensed Materials featured or displayed on the Site and on Partner's account, including, but not limited to, text, graphics, data, photographic images, moving images, sound, illustrations, software, and the selection and arrangement thereof is owned by Survicate, its licensors, or its third-party image partners. All elements of the Site are protected by copyright and other laws relating to the protection of intellectual property. In particular name "Survicate" and Survicate logo are trademarks owned by Insights Delivered Sp z o.o. and are therefore subject to national as well as international protection.
2. Partner is granted a non-exclusive, non-transferable, terminable license to use the Licensed Materials solely for purposes of the Program and in accordance with such other limitations and restrictions as set out in this Agreement.
3. Partner may use the Licensed Materials only for purposes expressly authorized by Survicate. Affiliate may not:
 - a) modify the Licensed Materials in any manner. For example, Affiliate may not change the proportion, color, or font of the Licensed Materials,
 - b) display the Licensed Materials in any manner that implies endorsement of Affiliate's website or business by Survicate outside of involvement in the Program,
 - c) use the Licensed Materials to disparage Survicate, its products or services, or in a manner which, in our reasonable judgment, may diminish or otherwise damage our good will in the Licensed Materials,
4. Each Licensed Material must appear by itself, with reasonable spacing (at least the height of the Licensed Material) between each side of the Licensed Material and any other graphic or textual image. You may place the Survicate name or logo adjacent to competitive brands, subject to the requirements of this Agreement, including prohibitions against objectionable material and websites.

Termination

1. Survicate may terminate this Agreement for any reason, at any time. In particular Survicate reserves the right to terminate the Agreement with the Affiliate immediately and without notice and forfeit all Referral fees if the Partner is involved with any of the following:
 - a) Providing false information in the registration form,
 - b) violating any Partner's responsibilities stated in the Section 3 of these Terms and Conditions,

- c) Any attempt to artificially inflate Referral fees will result in immediate termination of this Agreement and will forfeit all outstanding Referral fees.
2. If the Amount Due of Referral fees or Commissions at the moment of termination of this Agreement does not exceed 50 USD Survicate will incur a termination fee of 100 % of Referral fees.
3. Partner is able to cancel Partner's account by making contact with assigned Partner Program Manager.

Indemnification

1. You hereby agree to indemnify and hold Survicate and its subsidiaries, employees, affiliates, officers, agents, partners and licensors harmless from and against any and all third party demands, claims, liability, loss, and expense including damage awards, settlement amounts, and reasonable legal fees brought against Survicate or any of the abovementioned person(s), arising out of, related to or which may arise from your access to or use of the Site, Your breach or alleged breach of these Terms and Conditions, or Your violation of any third-party rights including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right, Your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or any misrepresentation made by You.

Disclaimer of Warranties

1. Unless otherwise mutually agreed to by the parties in writing, the Site is provided by Survicate on an "as is", "as available" and "with all faults" basis and hereby Survicate and its directors, employees, content providers, agents and affiliates exclude, to the fullest extent permitted by applicable law, any warranty, express or implied as to the Site.
2. The functions embodied on or in the Site are not warranted to be uninterrupted or without error.
3. Survicate will not be liable for any damages of any kind arising from the use of the Site and makes no representations or warranties of any kind concerning the work, express, implied, statutory or otherwise, including, without limitation, warranties of title, merchantability, fitness for a particular purpose, noninfringement, or the absence of latent or other defects, accuracy, or the presence of absence of errors, whether or not discoverable.

Limitation of Liability

1. Survicate does not guarantee compatibility of offered services and products with other producers' software. User shall bear responsibility for the choice and consequences following from the use of other software including its applicability to user's objectives.
2. Terms and Conditions are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, cause of dealing or otherwise, all of which are hereby excluded to the fullest point of law.
3. In no event and under no circumstances shall Survicate, its directors, members, employees or agents be liable to you for any direct, special, indirect or consequential loss or damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise in any way connected with:
 - a) the Site or Your use of or inability to use or the performance of the Site,
 - b) any errors or omissions in the Site's operation; any action taken in connection with License, copyright or other intellectual property owners,
 - c) any damage to any user's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or net failure or any other technical or other malfunction, including, without limitation, damages for lost profits, loss of goodwill, loss of data, stoppage, accuracy of results, or computer failure or malfunction, even if foreseeable or even if the Survicate parties have been advised of or should have known of the possibility of such damages, whether in an action of contract, negligence, strict liability or tort (including, without limitation, whether caused in whole or in part by negligence, acts of god, telecommunications failure, or theft or destruction of the service).
4. By downloading the Licensed Materials, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and hereby expressly waive.

Miscellaneous Provisions

1. If any clause or provision in these Terms and Conditions will become unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect.
2. Any waiver of any provision of the Terms and Conditions will be effective only if in writing and signed by Survicate.

Applicable Law

1. All disputes arising in connection with these Terms and conditions shall be primarily resolved amicably.
2. Terms and Conditions will not be governed by the United Nations conventions on contracts for the international sale of goods, if otherwise applicable.
3. You agree that all disputes you have with Survicate in connection with Terms and Conditions that cannot be amicably resolved shall be submitted for resolution by Common Court of Law at the location of Insights Delivered Sp. z o.o. registered office.