

Profi Partner Program Terms & Conditions

By signing up to be a partner in the Profi Partnership Program (the “**Program**”) you agree to be bound by the following Terms & Conditions (the “**Terms**”). Please ensure that you read them carefully before signing up. These Terms are a legal agreement between Profi, Inc (“**Profi**”) and You (the “**Partner**”, “**You**”).

Profi reserves the right to update and change the Terms without notice. If a significant change is made, we will provide reasonable notice by email. You are advised to check the Terms from time to time for any updates or changes that may impact You.

Any violation of these Terms may result in, among other things, termination or suspension of your rights to be a Profi Partner and forfeiture of any outstanding affiliate referral fee payments earned during the violation.

Account Registration

To register as a Profi Partner You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process for a Partner account (“**Account**”)

- You must be 18 years or older to be part of this Program.
- Each account is for use by an individual or a company.
- You are responsible for maintaining the security of your account and password. Profi will not be liable for any loss or damage from your failure to comply with this security obligation. You can not share your Account name and password with any other person or company.
- You may not use the Program for any illegal or unauthorized purpose. You must not, in the use of the Program, violate any laws in your jurisdiction (including but not limited to copyright laws).
- You are responsible for all Content posted and activity that occurs under your account.

Referral Link & Promotion

Once you have signed up for the Program, You will receive a specific link to be promoted to your audience. You will also get access to your Profi Partner Dashboard (“**Partner Dashboard**”), where Parties will be able to track users who have followed the link.

The Partner will be able to track all referrals, their progress and payouts inside the Partner Dashboard. All paid customers who used the Partner's link will be considered as referrals of the Partner and recorded as such in the Partner Dashboard.

The Partner is allowed to modify the referral link according to the instruction that could be found in the Partner Dashboard. Profi is not responsible for any tracking or reporting errors that may result from any incorrect modifications made to the referral link.

You are permitted to place your referral link, banners and other graphics provided by Profi on your site, in your emails, or in other communication channels. We will share with you marketing materials, brand guidelines and other templates you can use for promotion. Profi reserves the right to change the design of the artwork at any time without notice, but we will send you important updates about those changes via email.

Referral payments/commissions and payment

The Partner is entitled to receive a monthly payment (**'Commission'**) for each product purchase covered by this Program during 1 year from the moment the referred customer made the first purchase. Please note that the referred customer can at first enroll into a 30 days free trial package, so commission will be applied only after the referred customer makes an actual purchase after the trial.

The Partner can increase the Commission percentage by referring more customers, which will automatically move the Partner to the next level of the Program. Partnership levels and Commission are calculated based on the number of total customers referred and the percentage of total amount paid by referred customers according to the table below:

Levels	Silver	Gold
Referrals	1-9	10+
Partner Commission	20%	25%

All the changes to the Partner level and commission structure will be reflected in the Partner Dashboard and communicated by Profi via email notifications.

All commissions will be payable in US Dollars only unless otherwise determined by Profi. Payments will be made via PayPal. The Partner must provide accurate details required for commission remittance by adding relevant information inside the Partner Dashboard.

In case of any suspicious activity from the Partner's part, Profi has the right to hold commission payments to verify transactions. Profi retains the right to recalculate or revoke commissions in case of any illegal activity.

Please note that PayPal is not affiliated with Profi and has its own Terms and Conditions of Use and Privacy Policy, which you should familiarize yourself with by visiting PayPal's website. Profi is not responsible in any way for any monetary or other losses or damages arising from errors, interruptions in service, malfunctions or other problems that occur with PayPal's service and/or website.

Payment schedule

All the payments will be processed every month on the 15th day of the month. If the 15th occurs on the weekend payments are to happen on the following Monday.

All payments are made via PayPal.

Customer Definition

Every customer who buys a Profi Solo plan through this program is deemed to be a customer of Profi. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, and subscription sales will apply to those customers. Profi may change its policies and operating procedures at any time. Profi will determine the prices to be charged for subscription plans sold under this Program in accordance with its own pricing policies. You should not display subscription plan prices on your site as they might be subject to change.

If you have referrals for Profi Team, Corporate or Network deals, please contact the Partner Program Team at partner@profi.io to discuss the individual terms and conditions.

Partner Responsibility

The Partner is solely responsible for the development, operation, and maintenance of all the marketing channels like website, social media accounts and other means of communication and for all materials used to promote Profi. The Partner is responsible for:

- All costs and expenses related to Partner's marketing or promotion of Profi or services associated with Partner's participation in the Partner Program in any area, location, territory or jurisdiction, unless otherwise determined by Profi in its sole discretion.
- The operation of your website and all related technology.

- The accuracy, truth, and appropriateness of materials posted on your website and other marketing channels, including, among other things, a Program referral link and other Profi-related materials.
- Making sure not to send any email regarding Profi to any individual or entity that has not requested such information, to include Partner's contact information and "unsubscribe" option in any email regarding Profi; and not imply that such emails are being sent on behalf of Profi.
- Avoiding aggressive or low-quality methods of advertising, such faxing, broadcasting, telemarketing or any other marketing methods that might involve use of malware, spyware or any other methods that might affect the credibility or reputation of Profi.
- Placing only true and accurate information about Profi, its services and products on Partner's website and other communication channels. Any untrue or fraudulent claims related to Profi product or services are strictly prohibited.

Please note that any failure to meet any of the obligations listed above may result, in Profi's sole discretion, in the immediate termination of your Account and forfeiture of any commissions earned up to the point of Profi discovering any such failure.

Termination

Unless otherwise specified in the Terms, any Party may terminate these Terms at any time, with or without cause, effective immediately upon notice to another Party.

Such termination will result in the deactivation or deletion of the Account. Profi reserves the right to forfeit and relinquish all potential or accrued referral fees in your Account if they were earned through fraudulent, illegal, or overly aggressive sales or marketing methods.

Upon termination of these Terms Partner will immediately cease displaying any Profi materials on any website or otherwise. All rights granted to the Partner under these Terms will immediately cease, including but not limited to the right of the Partner to access the Account and Partner Dashboard, or to receive any payments of referral fees under these Terms, unless otherwise determined by Profi in its sole discretion.

Profi reserves the right to end the Program at any time. Upon program termination, Profi will pay any outstanding earnings accrued above \$0.

Limitation Of Liability

You acknowledge and agree that Profi shall not be liable for any direct, indirect, incidental, special or consequential damages, including but not limited to, damages for

loss of profits, goodwill, use or other intangible losses (even if Profi has been advised of the possibility of such a damage), resulting from:

- The use or the inability to use the website, Partner Dashboard or any other services;
- Unauthorized access to transmissions or alteration of your information;
- Statements or conduct of any third party with respect to the website, Partner Program or any other services;
- or any other matter relating to the website, Partner Program, Partner Dashboard or other services.

IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE WEBSITE, PARTNER PROGRAM OR THE SERVICES EXCEED ONE HUNDRED U.S. DOLLARS (U.S. \$100.00).