

Partner Program Operating Agreement

This Partner Program Operating Agreement (the "Agreement") is made and entered into by and between Tidio LLC ("Tidio LLC" or "we"), and the party submitting an application to become a Tidio LLC partner ("Partner"). The terms and conditions contained in this Agreement apply to Partner's participation with tidio.hasoffers.com ("Partner Program"). In connection with the Partner Program, Partner may see offers (each, an "Offer") by Tidio LLC or a third party (each such third party a "Client") that may link to a specific web site for that particular Offer ("Program Web Site"). Furthermore, each Offer may have additional terms that are incorporated as part of this Agreement. By submitting an application or participating in an Offer, Partner expressly consents to all the terms and conditions of this Agreement and the individual accepting this Agreement represents that he or she has the authority to bind the Partner to the terms of this Agreement.

Enrollment in the Partner Program

Partner must submit a Partner Program application from Tidio LLC's website. Partner must provide accurate and complete information in Partner's application. After Tidio LLC reviews Partner's application, Tidio LLC will notify Partner of Partner's acceptance or rejection to the Partner Program. Tidio LLC may accept or reject Partner's application at Tidio LLC's sole discretion for any reason.

Obligations of the Parties

Subject to Tidio LLC's acceptance of Partner as a partner and Partner's continued compliance with the terms and conditions of this Agreement, Tidio LLC agrees as follows:

1. **Links Provision:** Tidio LLC will make available to Partner via the Partner Program graphic and textual links to the Program Web Site and/or other creative materials (collectively, the "Links") which Partner may display on web sites owned or controlled by Partner, in emails sent by Partner, and in online advertisements (collectively, "Media"). The Links will serve to identify Partner as a member of Tidio LLC's Partner Program and will establish a link from Partner's Media to the Program Web Site.
2. **Commission Payment:** Tidio LLC will pay Partner for each Qualified Action (the "Commission"). A "Qualified Action" means an individual person who:
 - (i) accesses the Program Web Site via the Link, where the Link is the last link to the Program Web Site,
 - (ii) is not a computer-generated user, such as a robot, spider, computer script, or other automated, artificial, or fraudulent method to appear like an individual, real live person (as determined by Tidio LLC),
 - (iii) is not using pre-populated fields,
 - (iv) completes all of the information required for such action within the time period allowed by Tidio LLC, and

(v) is not later determined by Tidio LLC to be fraudulent, incomplete, unqualified, or a duplicate user.

3. **Payment Schedule:** Tidio LLC will pay Partner any Commissions earned on a monthly basis, provided that the total Commissions Tidio LLC owes you is greater than \$100. Accounts with a balance of less than \$100 will roll over to the next month and will continue to roll over monthly until the \$100 minimum is reached. Tidio LLC reserves the right to charge back to Partner's account any previously paid Qualified Actions that are later determined to have not met the requirements to be a Qualified Action.
4. **Dependency on Client Funds:** Payment for Commissions is dependent upon Clients providing such funds to Tidio LLC, and therefore, Partner agrees that Tidio LLC shall only be liable to Partner for Commissions to the extent that Tidio LLC has received such funds from the Clients.
5. **Invoice Generation and Disputes:** Tidio LLC shall automatically generate an invoice on behalf of Partner for all Commissions payable under this Agreement and shall remit payment to Partner based upon that invoice. All tracking of Links and determinations of Qualified Actions and Commissions shall be made by Tidio LLC in its sole discretion. In the event that Partner disputes in good faith any portion of an invoice, Partner must submit that dispute to Tidio LLC in writing and in sufficient detail within thirty (30) days of the date on the invoice. If Partner does not dispute the invoice as set forth herein, then Partner agrees that it irrevocably waives any claims or challenges based upon that invoice. In the event that Partner is also tracking Qualified Actions and Partner claims a discrepancy, Partner must provide Tidio LLC with Partner's reports within three (3) days after the 30th day of the calendar month, and if Tidio LLC's and Partner's reported statistics vary by more than 10% and Tidio LLC reasonably determines that Partner has used generally accepted industry methods to track Qualified Actions, then Tidio LLC and Partner agree to make a good faith effort to arrive at a reconciliation. If the parties are unable to arrive at a reconciliation, then Tidio LLC's numbers shall govern.
6. **Outstanding Balances:** If Partner has an outstanding balance due to Tidio LLC under this Agreement or any other agreement between the Partner and Tidio LLC, whether or not related to the Partner Program, Partner agrees that Tidio LLC may offset any such amounts due to Tidio LLC from amounts payable to Partner under this Agreement.

Partner's Obligations

Partner also agrees that:

1. **Media Responsibility:** It has sole responsibility for the development, operation, and maintenance of, and all content on or linked to, the Media.
2. **Content Compliance:** All materials posted on the Media or otherwise used in connection with the Partner Program (i) are not illegal, (ii) do not infringe upon the intellectual property or personal rights of any third party, and (iii) do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability, or age), promotes illegal activities (such as gambling), contains profanity or otherwise contains materials that Tidio LLC

informs Partner that it considers objectionable (collectively, "Objectionable Content").

3. **Representations:** It will not make any representations, warranties, or other statements concerning Tidio LLC or Client or any of their respective products or services, except as expressly authorized herein.
4. **Media Appearance:** The Media does not copy or resemble the look and feel of the Program Web Site or create the impression that the Media is endorsed by Tidio LLC or Clients or a part of the Program Web Site, without prior written permission from Tidio LLC.
5. **Legal Compliance:** It will comply with all (i) obligations, requirements, and restrictions under this Agreement and (ii) laws, rules, and regulations as they relate to its business, its Media, or its use of the Links. In particular, the Partner shall ensure that all processing of personal data connected with the performance of the Agreement, including all data transfers, as well as all marketing activities are done in accordance with applicable law (especially that there is a valid legal basis for those activities).
6. **Third-Party Services:** It will comply with the terms, conditions, guidelines, and policies of any third-party services used by Partner in connection with the Partner Program, including but not limited to, email providers, social networking services, and ad networks.
7. **Privacy Policy:** It will always prominently post and make available to end-users, including prior to the collection of any personally identifiable information, a privacy policy in compliance with all applicable laws that clearly and thoroughly discloses all information collection, use, and sharing practices, including providing for the collection of such personally identifiable information in connection with the Partner Program and the provision of such personally identifiable information to Tidio LLC and Clients for use as intended by Tidio LLC and Clients.
8. **Terms and Conditions:** It will always prominently post and make available to end-users any terms and conditions in connection with the Offer set forth by Tidio LLC or Client, or as required by applicable laws regarding such Offers.
9. **Auction Platforms:** It will not place Tidio LLC ads on any online auction platform (i.e., eBay, Amazon, etc).

Prohibited Actions

Without prejudice to the above, Partner shall not use:

1. **Banned Keywords:** Bidding on any online advertising system (such as Google AdWords) for the following keywords and any variation (broad/phrase/exact match) or misspelling thereof: "Tidio" ("Banned Keywords"). Partner shall include "Tidio" and the most common misspellings to the list of negative keywords.
2. **Spam or Unsolicited Email:** SPAM or unsolicited email promotion. However, Partner may send emails to people who have given Partner valid permission to send them marketing emails for products and services similar to services offered by Tidio LLC.
3. **Pop-up/Under Advertising:** Pop-up/under advertising (unless it is agreed upon with Partner account manager).
4. **Comment Spam:** Posting referral links on blogs, social networks, message boards, and forums in cases where the discussion or content is not related to the services offered by Tidio LLC. However, Partner may advertise its referral link on websites that are discussing live chat/chatbots services.

5. **Automated Bots:** Automated bots to post comments containing Partner's affiliate link.
6. **Black Hat Techniques:** Using Black hat SEO marketing on Partner's websites, such as keyword stuffing, invisible text, doorway pages, etc.
7. **Cookie Stuffing:** Cookie stuffing techniques that set the affiliate cookies without the referred visitor's knowledge or generate hidden forced clicks of Partner's affiliate links (e.g., via iframe, image, popup, JavaScript, flash-based cookie stuffing, etc.).
8. **Intellectual Property Infringement:** Any materials that infringe any intellectual property rights, including the use of Tidio LLC's trademarks (e.g., "Tidio" and other trademarks registered by Tidio LLC) in the domain name. Partner may use such trademarks only to the extent required to establish links and perform Partner's contractual obligations toward Tidio LLC.
9. **Self-Referrals:** Partner's affiliate link to order subscriptions for Partner or any other type of illegal marketing.

Additionally, Partner undertakes not to:

10. **Offer Incentives:** Offer incentives to users such as cashback or other rewards, except where facilitated by features on Tidio LLC's site.
11. **Inappropriate Websites:** Place Partner's affiliate links on any website which contains content which is unlawful, harmful, threatening, or otherwise objectionable; violent, obscene, offensive, including content that contains nudity or implied nudity or content that is morally or ethically offensive or sexually suggestive; promotes or supports gambling or sweepstakes contests; facilitates or promotes illegal file sharing, copyright infringement, or computer hacking; facilitates or promotes any other criminal activity or breach of law.

Partner shall contact its account manager at Tidio LLC in case of any doubts as to whether Partner's promotion methods and materials are in line with Tidio LLC policy or the Agreement.

Program-Specific Terms

The following additional program-specific terms shall apply to any promotional programs set forth below:

Email Campaigns

All Partner email campaigns are subject to prior written approval by Tidio LLC.

Advertising Campaigns

1. **Placement Restrictions:** No Links can appear to be associated with or be positioned on chat rooms or message or bulletin boards unless otherwise agreed by Tidio LLC in writing. The use of any pop-ups/unders is forbidden.
2. **Legal Compliance:** Partner shall ensure that advertising campaigns do not violate any applicable national or international advertising and marketing laws, as well as any intellectual property rights of third parties.
3. **Banned Keywords Usage:** Partner shall not use Banned Keywords (as defined above in these Partner Program Terms) and make any bidding on any referencing service or

search engine (such as Google AdWords), paid or otherwise, in any meta tags, advertising, search terms, code, or in a similar manner, for any goods or services, either similar or not to Tidio LLC's products or services.

4. **Content Responsibility:** Partner shall be solely responsible for complying with legal requirements when publishing any content, including advertisements. Tidio LLC shall never be held responsible for the content of commercials or the context, how and where the commercials are used, released, made available, published, or disseminated. Partner shall hold Tidio LLC harmless from and against any and all losses, damages, liabilities, claims, liens, costs, and expenses resulting from the above.

Partner Network Campaigns

1. **Third Party Partners:** For all Partners that maintain their own partner networks, Partner agrees to place the Links in its partner network (the "Partner Network") for access and use by those partners in the Partner Network (each a "Third Party Partner"). Partner agrees that it will expressly forbid any Third Party Partner to modify the Links in any way.
2. **Industry Standards:** Partner agrees to maintain its Partner Network according to the highest industry standards. Partner shall not permit any party to be a Third Party Partner whose web site or business model involves content containing Objectionable Content. All Third Party Partners must be in good standing with Partner. Partner must require and confirm that all Third Party Partners affirmatively accept, through verifiable means, the terms of this Agreement prior to obtaining access to the Links.
3. **Termination of Third Party Partners:** Partner shall promptly terminate any Third Party Partner who takes, or could reasonably be expected to take, any action that violates the terms and conditions of this Agreement.
4. **Disclosure of Wrongdoing:** In the event that either party suspects any wrongdoing by a Third Party Partner with respect to the Links, Partner shall promptly disclose to Tidio LLC the identity and contact information for such Third Party Partner. Partner shall promptly remove any Third Party Partner from the Partner Program and terminate their access to future Offers of Tidio LLC in the Partner Network upon written notice from Tidio LLC. Partner shall remain liable for all acts or omissions of any Third Party Partner.

Confidentiality

For purposes of the Agreement, "Confidential Information" shall mean all data and information, of a confidential nature or otherwise, disclosed during the term of the Agreement by one party ("Disclosing Party") to the other party ("Receiving Party"), as well as information that the Receiving Party knows or should know that the Disclosing Party regards as confidential including, but not limited to:

1. **Business Information:** A party's business plans, strategies, know-how, marketing plans, suppliers, sources of materials, finances, business relationships, personally identifiable end-user information, pricing, technology, employees, trade secrets, and other non-public or proprietary information whether written, oral, recorded on tapes or in any other media or format.
2. **Agreement Terms:** The material terms of the Agreement.
3. **Designated Information:** Any information marked or designated by the Disclosing Party as confidential.

The Receiving Party agrees to hold all Confidential Information in trust and confidence and, except as may be authorized by the Disclosing Party in writing, shall not use such Confidential Information for any purpose other than as expressly set forth in the Agreement or disclose any Confidential Information to any person, company, or entity, except to those of its employees and professional advisers:

1. **Need to Know:** Who need to know such information in order for the Receiving Party to perform its obligations hereunder.
2. **Confidentiality Agreements:** Who have entered into a confidentiality agreement with the Receiving Party with terms at least as restrictive as those set forth herein.

Confidential information shall not include any information that the Receiving Party can verify with substantial proof that:

1. **Public Domain:** Is generally available to or known to the public through no wrongful act of the Receiving Party.
2. **Independent Development:** Was independently developed by the Receiving Party without the use of Confidential Information.
3. **Third-Party Disclosure:** Was disclosed to the Receiving Party by a third party legally in possession of such Confidential Information and under no obligation of confidentiality to the Disclosing Party.

The Receiving Party agrees that monetary damages for breach of confidentiality may not be adequate and that the Disclosing Party shall be further entitled to injunctive relief, without the requirement to post bond.

Limited License & Intellectual Property

Partner may not alter, modify, manipulate, or create derivative works of the Links or any Tidio LLC graphics, creative, copy, or other materials owned by, or licensed to, Tidio LLC in any way. Partner is only entitled to use the Links to the extent that Partner is a member in good standing of the Partner Program. Tidio LLC may revoke Partner's license any time by giving Partner written notice. Except as expressly stated herein, nothing in this Agreement is intended to grant Partner any rights to any of Tidio LLC's trademarks, service marks, copyrights, patents, or trade secrets. Partner agrees that Tidio LLC may use any suggestion, comment, or recommendation Partner chooses to provide to Tidio LLC without compensation for any purpose. All rights not expressly granted in this Agreement are reserved by Tidio LLC.

Termination

This Agreement shall commence on the date of Tidio LLC's approval of Partner's Partner Program application and shall continue thereafter until terminated as provided herein.

Partner may terminate Partner's participation in the Partner Program at any time by removing all Links from Partner's Media and deleting all copies of the Links. Tidio LLC may terminate Partner's participation in one or more Offers or this Agreement at any time and for any reason which Tidio LLC deems appropriate with or without prior notice to Partner by disabling the Links or providing Partner with a written or email notice. Upon termination of Partner's participation in one or more Offers or this Agreement for any reason, Partner will

immediately cease all use of and delete all Links, plus all Tidio LLC or Client intellectual property, and will cease representing yourself as a Tidio LLC or Client partner for such one or more Offers. All rights to validly accrued payments, causes of action, and any provisions, which by their terms are intended to survive termination, shall survive any termination.

Suspension

In addition to any other rights and remedies available to Tidio LLC under this Agreement, Tidio LLC reserves the right to delete any actions submitted through Partner's Links and withhold and freeze any unpaid Commissions or charge back paid Commissions to Partner's account if:

1. **Violation of Agreement:** Tidio LLC determines that Partner has violated this Agreement.
2. **Complaints Received:** Tidio LLC receives any complaints about Partner's participation in the Partner Program which Tidio LLC reasonably believes is in violation of this Agreement.
3. **Invalid Qualified Actions:** Any Qualified Action is later determined to have not met the requirements set forth in this Agreement or on the Partner Program.

Such withholding or freezing of Commissions, or chargebacks for paid Commissions, shall be without regard as to whether or not such Commissions were earned as a result of such breach. In the event of a material breach of this Agreement, Tidio LLC reserves the right to disclose Partner's identity and contact information to appropriate law enforcement or regulatory authorities or any third party that has been directly damaged by Partner's actions. Such suspension will be in addition to Tidio LLC's available rights and remedies.

Anti-Spam Policy

Partner must strictly comply with the federal CAN-SPAM Act of 2003 (the "Act") and obligations stemming from other applicable provisions of law, in particular when it comes to data protection and marketing activities. All emails sent in connection with the Partner Program must include the appropriate party's opt-out link. From time to time, Tidio LLC may request—prior to Partner's sending emails containing linking or referencing the Partner Program—that Partner submit the final version of Partner's email to Tidio LLC for approval by sending it to Partner's Tidio LLC representative, and upon receiving written approval from Tidio LLC of Partner's email, the email may be transmitted to third parties.

It is solely Partner's obligation to ensure that the email complies with the Act and other applicable provisions of law. Partner agrees not to rely upon Tidio LLC's approval of Partner's email for compliance with the Act and other applicable provisions of law or assert any claim that Partner is in compliance with the Act and other applicable provisions of law upon Tidio LLC's approval.

Fraud

Partner is expressly prohibited from using any persons, means, devices, or arrangements to commit fraud, violate any applicable law, interfere with other partners, or falsify information in connection with referrals through the Links or the generation of Commissions or exceed Partner's permitted access to the Partner Program. Such acts include, but are in no way

limited to, using automated means to increase the number of clicks through the Links or completion of any required information, using spyware, using stealware, cookie-stuffing, and other deceptive acts or click-fraud. Tidio LLC shall make all determinations about fraudulent activity in its sole discretion.

Partner's Failure to Comply with the Agreement

In case of Partner's failure to comply with the Agreement, Tidio LLC reserves the right to remove Partner from the Tidio LLC Partner Program and/or to cancel all commissions due to Partner. In the event of any chargeback(s), refunds, or cancellations by customers referred by Partner, Partner's commission shall be canceled. If Tidio LLC has already paid the relevant commission to Partner, Tidio LLC shall deduct that amount from the next payment. Refunds will be made to customers in accordance with our Refund Policy or at Tidio LLC's sole discretion. Where the rate of the chargeback(s), refunds, or cancellations on Partner's account is unusually high or Tidio LLC suspects Partner's affiliate account is being used for fraudulent activity, Tidio LLC reserves the right to place restrictions on Partner's account, including but not limited to, suspending Partner's account and retaining all sums within the account as well as commencing a full investigation. Partner hereby gives Tidio LLC its authorization to inform the appropriate authorities or third parties of any fraud or suspected fraud and only once we are satisfied that the matter is resolved shall we remove any restrictions on Partner's account.

Representations and Warranties

The parties agree to the terms in the General Data Protection Regulation Data Processing Addendum, which is incorporated into this Agreement.

Partner represents and warrants that:

1. **Authority:** It has the power and authority to enter into and perform its obligations under the Agreement.
2. **Compliance with Laws:** At all times, the Media and Partner itself will comply with all applicable foreign, federal, state, or local laws, rules, regulations, and ordinances including, without limitation, the Gramm-Leach Bliley Act, the Fair Credit Reporting Act, the Federal Trade Commission Act, CAN-SPAM, the Telephone Consumer Protection Act, the Fair Debt Collection Practices Act, the Federal Communications Act, where relevant—the General Data Protection Regulation (the GDPR), and all rules and regulations promulgated under any of the foregoing, as well as all applicable state laws including, without limitation, the California Financial Privacy Act and the Vermont Consumer Protection Act, and all rules and regulations promulgated under such state laws (collectively, "Laws").
3. **Rights in Media:** It owns and/or has any and all rights in the Media as contemplated by the Agreement.
4. **Third-Party Rights:** At all times, the Media and Partner itself will not violate any applicable rights of any third party including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret, or other proprietary, property, or other intellectual property right.
5. **Claims and Documentation:** Partner has a reasonable basis for any and all claims made within the Media and possesses appropriate documentation to substantiate such claims.

6. **Commitments:** Partner shall fulfill all commitments made in the Media.
7. **Age Targeting:** No Media is targeted to end-users under the age of eighteen (18) or the relevant legal age of majority.
8. **Consent for Programs:** Prior to loading any computer program onto an individual's computer including, without limitation, programs commonly referred to as adware and/or spyware, and cookies, Partner shall provide clear and conspicuous notice to, and shall obtain the express consent of, such individual to install such computer program and/or cookies.
9. **Content Restrictions:** The Media does not and will not:
 - a. Contain any misrepresentations or content that is defamatory.
 - b. Contain content that is violent, obscene, offensive, including content that contains nudity or implied nudity, or content that is morally or ethically offensive or sexually suggestive.
 - c. Promote or support gambling or sweepstakes or contests.
 - d. Contain any "worm," "virus," or other device that could impair or injure any person or entity.
10. **Regulatory Compliance:** Partner is not, nor is Partner acting on behalf of any person or entity that is, prohibited from engaging in transactions with U.S. citizens, nationals, or entities under applicable U.S. law and regulation including, but not limited to, regulations issued by the U.S. Office of Foreign Assets Control ("OFAC").
11. **Specially Designated Nationals:** Partner is not, nor is Partner acting on behalf of any person or entity that is, a Specially Designated National ("SDN"), as OFAC may so designate from time to time.

Modifications

In addition to any notice permitted to be given under this Agreement, Tidio LLC may modify any of the terms and conditions of this Agreement at any time by providing Partner with a notification. The changes will become effective ten (10) business days after such notice. If the modifications are unacceptable to Partner, Partner may terminate this Agreement without penalty solely on the account of such termination within such ten (10) business day period. Partner's continued participation in this Partner Program ten (10) business days after a change notice has been posted will constitute Partner's acceptance of such change.

In addition, Tidio LLC may change, suspend, or discontinue any aspect of an Offer or Link or remove, alter, or modify any tags, text, graphic, or banner ad in connection with a Link.

Partner agrees to promptly implement any request from Tidio LLC to remove, alter, or modify any Link, graphic, or banner ad that is being used by Partner as part of the Partner Program.

Independent Investigation

Partner acknowledges that it has read this Agreement and agrees to all its terms and conditions. Partner has independently evaluated the desirability of participating in the Partner

Program and each Offer and is not relying on any representation, guarantee, or statement other than as set forth in this Agreement or on the Partner Program.

Indemnification

Partner shall irrevocably defend, indemnify, and hold Tidio LLC and Clients and each of their respective employees, officers, directors, members, managers, shareholders, contractors, and agents harmless from and against any and all liability, loss, damage, or expense (including, without limitation, reasonable attorneys' fees, costs, and expenses) arising out of or related to any allegation, claim, or cause of action, involving:

1. **Breach of Agreement:** Partner's breach of the Agreement.
2. **Media Content:** The Media.
3. **Tax Claims:** Any claim that Tidio LLC is obligated to pay any taxes in connection with Partner's participation hereunder.

Disclaimers

THE PARTNER PROGRAM AND LINKS, AND THE PRODUCTS AND SERVICES PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO PARTNER "AS IS". EXCEPT AS EXPRESSLY SET FORTH HEREIN, TIDIO LLC EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. TIDIO LLC DOES NOT WARRANT THAT THE PARTNER PROGRAM OR LINKS WILL MEET PARTNER'S SPECIFIC REQUIREMENTS OR THAT THE OPERATION OF THE PARTNER PROGRAM OR LINKS WILL BE COMPLETELY ERROR-FREE OR UNINTERRUPTED. TIDIO LLC EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ACT OR OMISSION OF A CLIENT OR THEIR PRODUCTS OR SERVICES. TIDIO LLC DOES NOT GUARANTEE THAT PARTNER WILL EARN ANY SPECIFIC AMOUNT OF COMMISSIONS.

Limitation of Liability

IN NO EVENT SHALL TIDIO LLC BE LIABLE FOR ANY UNAVAILABILITY OR INOPERABILITY OF THE LINKS, PROGRAM WEB SITES, TECHNICAL MALFUNCTION, COMPUTER ERROR, CORRUPTION OR LOSS OF INFORMATION, OR OTHER INJURY, DAMAGE, OR DISRUPTION OF ANY KIND BEYOND THE REASONABLE CONTROL OF TIDIO LLC. IN NO EVENT WILL TIDIO LLC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PERSONAL INJURY / WRONGFUL DEATH, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT TIDIO LLC OR THE PARTNER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. TIDIO LLC'S CUMULATIVE LIABILITY TO PARTNER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO PARTNER BY TIDIO LLC IN COMMISSIONS DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO SUCH CLAIM.

Force Majeure

Other than with respect to payment obligations arising hereunder, neither party will be liable, or be considered to be in breach of this Agreement, on account of such party's delay or failure to perform as required under the terms of this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence (a "Force Majeure Event"). If any such Force Majeure Event occurs including, without limitation, acts of God, fires, explosions, telecommunications, Internet or Partner Network failure, results of vandalism or computer hacking, storm or other natural occurrences, national emergencies, acts of terrorism, insurrections, riots, wars, strikes, or other labor difficulties, or any act or omission of any other person or entity, the affected party will give the other party notice and will use commercially reasonable efforts to minimize the impact of any such event.

Governing Law & Miscellaneous

1. **Assignment:** Partner may not assign, transfer, or delegate any of its rights or obligations under the Agreement without the prior written consent of Tidio LLC, and any attempts to do so shall be null and void; provided, however, that either party may assign the Agreement or any portion hereof/thereof, to:
 - a. An acquirer of all or substantially all of such party's equity, business, or assets.
 - b. A successor in interest whether by merger, reorganization, or otherwise.
 - c. Any entity controlling or under common control with such party.
2. **Choice of Law/Venue:** The Agreement shall be construed in accordance with and governed by the laws of the State of Washington. In the event that any suit, action, or other legal proceeding shall be instituted against either party in connection with the Agreement, each hereby submits to a court of competent jurisdiction located in King County, Washington, and further agrees to comply with all the requirements necessary to give such court jurisdiction.
3. **Non-Waiver/Severability:** No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision contained in the Agreement is determined to be invalid, illegal, or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the real intention of the parties, and the remaining provisions of the Agreement will remain in full force and effect.
4. **Relationship of the Parties:** The parties hereto are independent contractors. There is no relationship of partnership, agency, employment, franchise, or joint venture between the parties. Neither party has the authority to bind the other or incur any obligation on its behalf.

By submitting an application to the Partner Program, Partner affirms and acknowledges that Partner has read this Agreement in its entirety and agrees to be bound by all of its terms and conditions. If Partner does not wish to be bound by this Agreement, Partner should not submit an application to the Partner Program. If an individual is accessing this Agreement on behalf of a business entity, by doing so, such individual represents that they have the legal capacity and authority to bind such business entity to this Agreement.

Appendix

Terms and Conditions for Tidio 2024 Xmas Promotion

These Terms and Conditions ("Terms") govern the Partner Referral Program ("Program") offered by the company located at 149 New Montgomery St, 4th Floor, San Francisco, CA 94105 USA ("Organizer"). By participating in the Program, you ("Partner") agree to comply with and be bound by these Terms.

1. Eligibility

- a) **Compliance:** The Program is open to Partners who comply with all applicable laws and regulations.
- b) **Program Participation:** Participation is voluntary and subject to these Terms. The Organizer reserves the right to verify any information submitted by Partners.

2. Program Duration

- a) **Start Date:** December 1, 2024
- b) **End Date:** January 31, 2025
- c) **Referral Submission:** All referrals must be submitted during this period.
- d) **Closing Date:** Referred customers must finalize their contracts by the end of Q1 2025 to be considered for the reward.

3. Referral Criteria

- a) **Tier 1 Customers (T1):** T1 customers are defined as Premium customers who meet or exceed the following revenue minimums:
 - o At least \$2,999 in Monthly Recurring Revenue (MRR), **or**
 - o At least \$36,000 in Annual Recurring Revenue (ARR)

4. Referral Process

- a) **Submission:** Referrals must be submitted through the channels and procedures designated by the Organizer.
- b) **Validity:** Referrals must be genuine and verifiable. Duplicate, fraudulent, or previously submitted referrals will be disqualified.

5. Referral Categories

Referrals will be categorized based on their level of sales readiness at the time of introduction:

- a) **Ready-to-Close Referral:** A referral that is fully prepared to sign a Tidio contract upon introduction, without requiring engagement or additional selling by Tidio's sales team. In other words, the Partner has completed the selling process, and the referred customer is ready to execute the contract immediately.

- b) **Standard Referral:** A referral that requires Tidio's sales team to engage, pitch, and close the prospective customer. These referrals are not fully prepared to sign a contract upon introduction and need the Organizer's sales involvement.

6. Reward Structure

- a) **Cash Reward:** Eligible Partners will receive a cash reward of up to \$20,000 for each successful T1 referral, depending on the referral category:
 - o **Ready-to-Close Referrals:** Eligible for the maximum reward amount of \$20,000.
 - o **Standard Referrals:** Eligible for a \$15,000 reward. The exact amount and terms remain at the Organizer's discretion.
- b) **Replacement of Revenue Share:** The cash reward replaces any standard revenue share that would otherwise apply to the referral.

7. Payment Terms

- a) **Installments:** Cash rewards will be paid out in quarterly installments over a one-year period.
- b) **Collected Revenue:** Payments are contingent upon actual revenue collected from the referred customer.
- c) **Payment Schedule:** Installments will commence once the referred customer begins fulfilling their payment obligations under the applicable contract.

8. Limitations and Disqualifications

- a) **Non-Compliance:** Failure to adhere to these Terms may result in disqualification from the Program.
- b) **Discretionary Disqualification:** The Organizer reserves the right, at its sole discretion, to disqualify any Partner from the Program for any reason, including but not limited to suspected fraud or non-compliance.

9. General Terms

- a) **Modification and Termination:** The Organizer reserves the right to modify, suspend, or terminate the Program at any time without prior notice.
- b) **Non-Transferability:** Rewards are non-transferable, non-assignable, and may not be substituted.
- c) **Governing Law:** These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.
- d) **Entire Agreement:** These Terms constitute the entire agreement between the Partner and the Organizer regarding the Program and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written.

By participating in the Program, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.