

Terms & Conditions

Affiliate Program General Operating Terms & Conditions

This Affiliate Program Operating Agreement (the "Agreement") is made and entered into by and between TECH CONSULTANTS MANAGEMENT PARTNERS with registered office in Jarvevana tee 9-40, Kesklinna linnaosa, Tallinn, Harju maakond, 11314, Estonia, with registration n° 14580113, provided with Estonian Value Added Tax number n° EE102104260 (or "we", "us", "our", "TCMP"), and you, ("you" or "Affiliate") the party submitting an application to become a TECH CONSULTANTS MANAGEMENT PARTNERS affiliate.

The terms and conditions contained in this agreement ("Agreement") apply to your participation in the affiliate program ("Affiliate Program"), where

"Action" means a measurable situation we or the Merchant and you consider the basis to generate a commission due to or following the Agreement, or Affiliate Program or Offer.

"Affiliate" means an individual or business generating their own traffic and thus rewarded for legitimate sales, leads, clicks, or other measurable action; Affiliates may use TCMP to facilitate relationships with "Merchants" or "Program Web Sites" as well as gain tracking, reporting, and receipt of commission payment;

"Affiliate Program" means a set of rules by which we set further details of our relationship, complementary to the Agreement, defining goals, retribution and bonuses, and also the relationship between the Merchant and you and, in case, your Third Party Affiliates. Affiliate Program contain an offer ("Offer") for any offering by TCMP or Merchant and may link ("Link") to a specific Web site for that particular Offer ("Merchant's Web site" or "Program Web Site"). Furthermore, each Offer may have additional terms and conditions on pages within the Affiliate Program and should be considered as a part of this Agreement.

"Affiliate Account" means the account opened by us to you when accepted as an Affiliate, and connected with the Affiliate Program. Through the Account Actions shall be recorded and valued, generating or crediting the relevant and pertinent Commissions in favour of the Affiliate. Money credited at Affiliate's Account shall not accrue interest.

"Commission" means the amount to be paid to you for an individual measurable action, following the following classification

"Sale Commission" means the payout or payment to be made by us for visitors or users referred to the Merchant's Web site that result in a sale of product or service. The sale could occur at the time of the visit or at a later time not to exceed thirty 30 days. If a sale occurs after 30 days and the Visitor has not returned through an the Affiliate's site, then no action nor payout shall occur.

“Lead Commission” means the payout or payment to be made by us for visitors or users referred to the Merchant’s Web site that results an action defined by the Merchant or by us. Such an action could include filling out a form, joining a mailing list, or other mechanism to identify potential customer. The action could occur at the time of the the visit or at a later time not to exceed 30 days. If an action occurs after 30 days and the visitors or users have not returned through an authorized Affiliate’s site, then no action nor payout shall occur.

“Click Commission” means the payout or payment to be made by us for a valid click from the Affiliate’s Website and/or Third Party Affiliate’s Website, or any kind of partner of the Affiliate, to the Merchant’s Web site, that results an action defined by the Merchant or by us.

(“Link”) means a hyperlink placed on an Affiliate’s site that, when clicked on, sends a visitor or user to a Merchant’s Website through TCMP’s Website. A link may take different different forms including text, a product image, buttons, banners, videos, or any other format acceptable to the Merchant.

“Merchant/s” or “Merchant’s Web Site” or “Program Web Sites” means any e-commerce entity paying a commission or bounty for legitimate sales, leads, clicks, or other measurable action by a visitor or user; Merchants may use TCMP to facilitate relationships as well as gain tracking, reporting, and issuance of Commission Payments.

”Offer” -see above “Affiliate Program”-.

(“Payment” or “Payout”) means the amount of a commission to be paid, due to this Agreement or Affiliate Agreement or an Offer, to the Affiliate, for an individual measurable action. It consists in a percentage of a total sale amount, or as a set bounty or flat rate per any measurable action.

“Performance Marketing” occurs when individual web sites that generate their own traffic (“Affiliates” and their “Third Party Affiliates”) connect and work with other individual web sites (“Merchants”) which are looking to extend their users, visitors and clients, whereas those Merchants agree to pay Affiliates a commission or other kind of reward or bounty for visitors or users resulting in a measurable action made by the Affiliate or its Third Party Affiliates, such as a sale, lead, hit, or other action.

(“Service”) mean the activity lent to Merchants and to you by TCMP. TCMP allows, through its activity and its Web site, Merchants to connect and set agreements with Affiliates and its Third Party Affiliates, via Performance Marketing Programs. Relationships among Merchants and Affiliates arising from that agreements and programs shall be managed by TCMP.

“Third Party Affiliates” occurs when Affiliates bring to this Agreement other affiliates, subject to rules set in this agreement, and to the Affiliate Program. Third Party Affiliates are Sub-Affiliates or Affiliate’s Agents or commissioners which purpose is to bring visitors, users or clients to the Affiliate Program, and to the relationship hold among Merchants and Affiliates.

By submitting an application or participating in an Offer, you expressly consent to all the terms and conditions of this Agreement.

1. Enrollment in the Affiliate Program

You must accurately complete the application with us to become an Affiliate (and provide us with future updates) and not use any aliases or other means to mask your true identity or contact information. After we review your application, we will notify you of your acceptance or rejection to the Affiliate Program. We may accept or reject your application at our sole discretion for any reason. In case of acceptance we will open you an Account (the "Account" or the "Affiliate Account").

2. Obligations of the Parties

Subject to our acceptance of you as an Affiliate and your continued compliance with the terms and conditions of this Agreement, TECH CONSULTANTS MANAGEMENT PARTNERS agrees as follows:

1. - We will make available to you, -via the Affiliate Program-, graphic and textual links to the Merchant's Web Site and/or other creative materials (collectively, the "Links") which you may display on web sites owned or controlled by you, in emails sent by you and clearly identified as coming from you and in online advertisements (collectively, "Media").
2. - We will pay Affiliate for either for each kind of Commission, -as above defined and set at the Affiliate Program-, at the moment it is accrued as above defined, on a monthly basis . Any of those Commissions may mean an individual person or entity who (i) undertakes an action ("action") hereby agreed by the two parties (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, (iii) is not using pre-populated fields (iv) completes all of the information required for such action within the time period allowed by TCMP and (v) is not later determined by us to be fraudulent, incomplete, unTarget or a duplicate.
3. - We will pay you any Commissions earned monthly. We reserve the right to charge back to your account any previously paid Target Actions that are later determined to have not met the requirements to be a Target Action.
4. - Any tracking of links and determinations of Actions and Commissions shall be made by us in our sole discretion. In the event that Affiliate disputes in good faith any portion of an invoice, Affiliate must submit that dispute to us in writing and in sufficient detail within thirty (30) days of the date on the invoice. If Affiliate does not dispute the invoice as set forth herein, then Affiliate agrees that it irrevocably waives any claims based upon that invoice. In the event that Affiliate is also tracking Actions and Affiliate claims a discrepancy, Affiliate must provide us with Affiliate's reports within three (3) days after 30th day of the calendar month, and if our and Affiliate's reported statistics vary by more than 10% and we reasonably determines that Affiliate has used generally accepted industry methods to track Actions, then we and Affiliate agree to make a good faith effort

to arrive at a reconciliation. If the parties are unable to arrive at a reconciliation, then our numbers shall govern.

5. - If Affiliate has an outstanding balance due to us under this Agreement or any other agreement between the Affiliate and us, whether or not related to the Affiliate Program, Affiliate agrees that we may offset any such amounts due to us from amounts payable to Affiliate under this Agreement.

3. Affiliate also agrees to:

1. - Have sole responsibility for the development, operation, and maintenance of, and all content on or linked to, your Media.
2. - Ensure that all materials posted on your Media or otherwise used in connection with the Affiliate 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, contains profanity or otherwise contains materials that we inform you that we considers objectionable (collectively, "Objectionable Content").
3. - Not make any representations, warranties or other statements concerning us or Client or any of their respective products or services, except as expressly authorized herein.
4. - Not to open more than one Affiliate Account.
5. - Comply with all (i) obligations, requirements and restrictions under this Agreement and (ii) laws, rules and regulations as they relate to your business, your Media or your use of the Links.
6. - Comply with the terms, conditions, guidelines and policies of any third party services used by Affiliate in connection with the Affiliate Program, including but not limited to, email providers, social networking services and ad networks.
7. - 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 Affiliate Program and the provision of such personally identifiable information to us and Clients for use as intended by us and Clients.
8. - Always prominently post and make available to end-users any terms and conditions in connection with the Offer set forth by us or Client, or as required by applicable laws regarding such Offers.
9. - Make sure to not place our ads on any online auction platform (i.e. eBay, Amazon, etc).

10. - Not to make self-referrals for the Affiliate Account or using your Affiliate Account, according to Clause 10.

4. Additional terms:

Affiliate agrees to maintain its Network according to the highest industry standards. Affiliate shall not permit any party to be a Third Party Affiliate whose web site or business model involves content containing Objectionable Content. All Third Party Affiliates must be in good standing with Affiliate.

Affiliate must require and confirm that all Third Party Affiliates affirmatively accept, through verifiable means, this Agreement prior to obtaining access to the Links. Affiliate shall promptly terminate any Third Party Affiliate who takes, or could reasonably be expected to take, any action that violates the terms and conditions of this Agreement. In the event that either party suspects any wrongdoing by a Third Party Affiliate with respect to the Links, Affiliate shall promptly disclose to us the identity and contact information for such Third Party Affiliate.

Affiliate shall promptly remove any Third Party Affiliate from the Affiliate Program and terminate their access to future Offers of us in the Network upon written notice from us. Unless we have been provided with all truthful and complete contact information for a Third Party Affiliate and such Third Party Affiliate has affirmatively accepted this Agreement as recorded by us, Affiliate shall remain liable for all acts or omissions of any Third Party Affiliate.

5. Confidentiality

Except as otherwise provided in this Agreement or with our consent, you agree that all information, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or any of our Merchants or affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for any purpose other than your participation in the Affiliate Program, except and solely to the extent that any such information is generally known or available to the public through a source other than you. Affiliate shall not use any information obtained from the Affiliate Program to develop, enhance or operate a service that competes with the Affiliate Program, or assist another party to do the same.

6. Data Protection

You, the Affiliate, warrants that, in relation to the end-user personal data that you may have collected and/or you may share to TCMP, You will comply with all applicable data protection laws, especially with the article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

7. Limited License & Intellectual Property

1. We grant you a nonexclusive, transferable, revocable right to use the Links or whichever other technology and to access our web site through the Links solely in accordance with the terms of this Agreement, for the sole purpose of identifying your Media as a participant in the Affiliate Program and assisting in increasing sales through the Merchant's Web Site.
2. You may not alter, modify, manipulate or create derivative works of the Links or any graphics, creative, copy or other materials owned by, or licensed to, us or our clients in any way. You are only entitled to use the Links to the extent that you are a member in good standing of the Affiliate Program. We may revoke your license anytime by giving you written notice.

8. Termination

This Agreement shall commence on the date of our approval of your Affiliate Program application and shall continue thereafter until terminated as provided herein. You may terminate your participation in the Affiliate Program at any time by removing all Links from your Media, deleting all copies of the Links. We may terminate your participation in one or more Offers or this Agreement at any time and for any reason which we deem appropriate with or without prior notice to you by disabling the Links or providing you with a written notice. Upon termination of your participation in one or more Offers or this Agreement for any reason, you will immediately cease all use of and delete all Links, plus all our or Client intellectual property, and will cease representing yourself as an affiliate 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.

9. Remedies

In addition to any other rights and remedies available to us under this Agreement we reserve the right to delete any Actions submitted through the Links and withhold and freeze any unpaid Commissions or charge back paid Commissions to your account if (i) we determine that you have violated this Agreement, (ii) we receive any complaints about your participation in the Affiliate Program which we reasonably believe to violate this Agreement or (iii) any Target Action is later determined to have not met the requirements set forth in this Agreement or on the Affiliate Program. Such withholding or freezing of Commissions, or charge backs 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, we reserve the right to disclose your identity and contact information to appropriate law enforcement or regulatory authorities or any third party that has been directly damaged by your actions.

10. Fraud

You are expressly prohibited from using any persons, means, devices or arrangements to commit fraud, violate any applicable law, interfere with other affiliates or falsify information in connection with referrals through the Links or the generation of Commissions or exceed your permitted access to the Affiliate Program. We shall make all determinations about fraudulent activity in our sole discretion.

11. Representations and Warranties

You hereby represent and warrant that this Agreement constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms and that you have the authority to enter into this Agreement. Subject to the other terms and conditions of this Agreement, we represent and warrant that it shall not knowingly violate any law, rule or regulation which is applicable to our own business operations or our proprietary products or services.

12. Modifications

In addition to any notice permitted to be given under this Agreement (and/or Affiliate Program), we may modify any of the terms and conditions of this Agreement at any time by providing you with a notification by email. If the modifications are unacceptable to you, you may terminate this Agreement without penalty solely on the account of such termination within such ten (10) business day period. Your continued participation in the Affiliate Program ten (10) business days after a change notice has been posted will constitute your acceptance of such change. In addition, we 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. Affiliate agrees to promptly implement any request from us to remove, alter or modify any Link, graphic or banner ad that is being used by Affiliate as part of the Affiliate Program.

13. Independent Investigation

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You have independently evaluated the desirability of participating in the Affiliate Program and each Offer and are not relying on any representation, guarantee or statement other than as set forth in this Agreement or on the Affiliate Program.

14. Indemnification from the affiliate

Affiliate hereby agrees to indemnify, defend and hold harmless our and Clients' respective subsidiaries, affiliates, and licensors, directors, officers, employees, owners and agents against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on (i) any failure or breach of this Agreement, including any representation, warranty, covenant, restriction or obligation made by Affiliate herein, (ii) any misuse by Affiliate, or by a party under the reasonable control of Affiliate or obtaining access through Affiliate, of the Links, Offers or our or

Client intellectual property, or (iii) any claim related to your Media, including but not limited to, the content contained on such Media (except for the Links).

15. Disclaimers

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

16. Limitation of Liability

IN NO EVENT SHALL WE 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 OUR REASONABLE CONTROL. IN NO EVENT WILL WE 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 WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS DOES NOT APPLY IN CASES OF CONSCIOUSLY CAUSED DAMAGES TO LIFE, BODY OR HEALTH OR FOR A WARRANTY GIVEN. OUR CUMULATIVE LIABILITY TO AFFILIATE, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO AFFILIATE BY US IN COMMISSIONS DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO SUCH CLAIM.

17. Governing Law & Miscellaneous

1. Affiliate shall be responsible for the payment of all attorneys fees and expenses incurred by us to enforce the terms of this Agreement. This Agreement (and Affiliate Program) contains the entire agreement between us and Affiliate with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral. Affiliate agrees that we shall not be subject to or bound by any Affiliate insertion order or online terms and conditions that amend, conflict with or supplement this Agreement, regardless of whether we "clicks through" or otherwise indicates its acceptance thereof. Affiliate may not assign all or any part of this Agreement

without our prior written consent. We may assign this Agreement at any time with notice to Affiliate. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and valid assigns of the parties hereto. The provisions of Section 5, 6, 7, 10, 11, 15-16 and any accrued payment obligations shall survive the termination of this Agreement. Except as set forth in the "Modifications" section above, this Agreement may not be modified without the prior written consent of both parties. If any provision of this Agreement is held to be void, invalid or inoperative, the remaining provisions of this Agreement shall continue in effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity while retaining the original intent of the parties. Each party to this Agreement is an independent contractor in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. No course of dealing nor any delay in exercising any rights hereunder shall operate as a waiver of any such rights. No waiver of any default or breach shall be deemed a continuing waiver or a waiver of any other breach or default.

2. By submitting and application to Affiliate Program, you affirm and acknowledge that you have read this Agreement in its entirety and agree to be bound by all of its terms and conditions. If you do not wish to be bound by this Agreement, you should not submit an application to Affiliate 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. This Agreement was last revised on 30/10/2018.
3. This Agreement shall be construed in accordance with and subject to the material laws of Estonia.