Referral Legal Terms | WeWeb Documentation

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## WeWeb Referral Program Agreement ​

This Agreement (" Agreement ") is made and entered into by and between WeWeb Inc. (" Company ") and the Referral Partner (" Referrer ") using the name and email address associated with their registration on the Company's no-code Platform (" Platform ").  
The Company and the Referrer will be collectively referred to as the " Parties ."  
Whereas, the Referrer is interested in referring potential sales leads to the Company, and the Company intends to remunerate the Referrer for specific sales leads acknowledged by the Company and lead to new customer subscriptions to the Platform, all in accordance with the stipulations of this Agreement.  
Consequently, taking into account the terms and conditions outlined herein, the Parties hereto agree as follows.

## Relationship ​

The Referrer shall not be considered an agent or legal representative of the Company for any reason, nor possess any authority to represent, bind, or make commitments on the Company's behalf.  
The Referrer is not empowered to make any promises or determinations on behalf of the Company concerning product quantities, delivery schedules, software modifications, compatibility, software aptness, or its suitability for specific tasks. Furthermore, the Referrer does not have the jurisdiction to alter any warranties associated with the Company's products.  
Under no circumstances shall the Referrer portray itself in a manner suggesting it acts as an agent or extension of the Company. Should the Company determine any of the Referrer's representations or business practices to be misleading or deceptive, the Referrer must promptly amend or cease such practices upon receiving a notification from the Company.

## Lead Referral and Acceptance ​

The Referrer hereby acknowledges that, for a Lead to be recognized as a Commissionable Lead (" Commissionable Lead "), the subsequent conditions must be satisfied:  
The Referrer has shared their unique referral link, accessible through the Platform's dashboard, to a prospective customer. The prospective customer has subsequently established an account on the Platform, utilizing the Referrer's referral link, which includes the unique referral code. The prospective customer has procured a subscription via the Platform's dashboard. The Company has conducted a review and validated the Lead as eligible for commission (specifically, the Lead has not been declined for reasons delineated in the forthcoming Exclusions section or for any other pertinent reasons).

## Exclusions ​

The Referrer acknowledges and agrees that no commission will be accrued by the Referrer for the referral of a Lead:  
That was an existing customer of the Company at the time of the referral or With whom the Company was already involved in preliminary or advanced discussions leading to the sale of a license  
The Referrer acknowledges that it shall be solely responsible for and shall bear all costs associated with the Referrer's development of any Leads for referral to the Company.

## Mutual Obligations Regarding Lead Development ​

Each Party will cooperate with the other to develop and execute a strategy to best serve the needs of the Commissionable Lead, including how the Parties will work separately or together, if at all, regarding the Lead.  
Each Party will, upon request of the other Party, provide the other with non-confidential information it has regarding a Lead to assist the other Party in (i) verifying the eligibility of the Lead as commissionable and/or (ii) successfully soliciting the Lead to purchase the Company's products. This can be relayed via email, Slack or by phone. It does not apply if the referral has already completed an order using the Platform's dashboard.  
Each Party will, upon request of the other Party, in its reasonable discretion, provide the other Party with information regarding its services and/or products. Such information shall include sales and marketing materials and informal training. Any training provided under this Section shall be conducted at mutually agreed times and places and shall be conducted in accordance with the training Party's discretion.

## Commissions ​

Subject to the terms and conditions of this Agreement, the Referrer will accrue commission for each Commissionable Lead referred to the Company.

## Commission Accruals ​

For all users - 10% of the monthly or yearly contract value over the first year, after deduction of the company’s payment system fees of 4%.  
For users who have at least one agency partner seat in one of the workspaces they own - 20% of the monthly or yearly contract value for the customer referred to the Company, as long as the customer has a valid, paid subscription to the Platform, and after deduction of the company’s payment system fees of 4%.  
The accrued commission is displayed in the Referrers Dashboard on the Platform.

## Commission Payouts ​

Commissions under this Section shall be processed within 15 business days from the moment the Referrer makes a payout request.  
The payment of commissions will be made in U.S. Dollars to the Referrer's bank account on record.  
Commissions are paid in United States dollars and are subject to all applicable governmental regulations and rulings, including the withholding of any taxes required by law.  
The Referrer is solely responsible for payment of any and all taxes imposed or incurred in connection with any commissions described above.  
The Referrer agrees to complete and provide any and all tax documentation reasonably requested by the Company to comply with any tax reporting obligations of any jurisdiction.

## Term, Termination, and References ​

This Agreement is subject to and shall be read in conjunction with the Company's Terms Of Use and the Privacy Policy.  
By entering into this Agreement, the Referrer acknowledges and agrees that they have read, understood, and accepted the terms and conditions set out in both the Terms Of Use and the Privacy Policy.  
In the event of any inconsistency or conflict between this Agreement and the Terms Of Use or the Privacy Policy, the terms of this Agreement shall prevail.  
This Agreement is accepted and becomes valid when the Referrer clicks the "Retrieve pending payout" button on the Platform.  
This Agreement shall automatically terminate in the event that the Referrer downgrades their account to a Free plan or deletes their account from the Platform.  
The Company may terminate this Agreement upon written notice to the other at any time, for any reason or no reason.  
The Company may, from time to time, issue amendments to this Agreement and notify the Referrers of such fact by email or a message in the UI of the Platform.