

Terms of Woodpecker.co Partner Program

Effective: January 1, 2017 Last Updated: October 15, 2018

Below, you will find the terms and conditions under which we operate Woodpecker.co Partner Program. We tried our best to keep it simple, nonetheless we sometimes have to use terms and expressions normally found in legal documents. In case of any questions contact our Partner Program Manager directly at partners@woodpecker.co.

§1 Introduction

These Terms of Partner Program (henceforth referred to as “Terms”, “Agreement”, “Document”) regulate your access to and participation in Woodpecker.co Partner Program (“Program”) accessible via website <https://woodpecker.co/partner-program/> (“Website”) or direct email, and hosted by Woodpecker.co (“Woodpecker”, “we”, “us”, “our”, “ours”). This Document does not alter in any way the Terms of Service or any other possible agreement you may have with Woodpecker.

Partner (“Partner”, “you”, “your”) means any entity or affiliated person that has registered for the Program via the Website or direct email to the Woodpecker, which will also be contracted by the general Woodpecker.co Terms of Service and this Document.

Referral fee (“referral fee”, “commission”) means any outstanding payment earned by the Partner during their participation in the Program.

Referral link (“referral link”, “handle”, “link”) means a unique link to Woodpecker’s Website and blog granted to every Partner participating in the Program. The link is used to track new customers’ registrations and link them with the Partners sharing the link in accordance with the guidelines of these Terms.

Income (“income”) means any payments received by Woodpecker from the customers.

Seat (“seat”, “subscription”) means one access to Woodpecker platform given to a paying customer. One customer can occupy multiple Seats if they extend the usage to their coworkers and/or connect additional email accounts for themselves.

Customer (“customer”, “client”) means a paying Woodpecker.co’s customer with active subscription.

Please note that this Agreement affects your legal rights and obligations. If you do not agree to be bound by all of its contents, do not participate in the Program.

§2 General 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 (if their permanent place of residence is outside of Poland),
 - c. if the Partner is a Polish citizen, they must represent a registered business and be able to issue an invoice.
2. We reserve the right in our sole discretion at any time to refuse anyone's participation in the Program and change any of the Terms of our Partner Program. You agree that every change we may make to this Agreement will affect you as well if you choose to continue to participate in the Program after the changes are made. Of course, we will inform you about the changes via email.
3. Providing false information in the registration form will result in immediate exclusion from the Program and will forfeit all due Referral fees.

§3 Data Processing

1. Woodpecker.co stays compliant with GDPR (General Data Protection Regulation) and obliges the Partners of the Program to respect the principles of the regulation when processing personal data of EU citizens. Please find more details about how Woodpecker.co complies with GDPR and what actions you should take as the User in order to be compliant with it as well in the [GDPR Compliance](#). The GDPR Compliance document should be treated as an inherent part of the

these Terms.

All the content sent from Woodpecker must be sent within the scope of B2B relations and must not be sent to Prospects or Customers who verbally expressed their wish to be excluded from further correspondence.

2. In providing Service to the Customer, Woodpecker may Process Personal Data relating to the Data Subject, on behalf of the Customer. The Customer acknowledges and confirms that he is the sole Controller of Personal Data and Woodpecker is the Processor of Personal Data, which means that Woodpecker Processes Personal Data on behalf of the Controller. Both parties agree to comply with the following provisions with respect to any Personal Data stored and/or otherwise Processed through Woodpecker.

§4 Partner Program Rules

1. You, as our Partner participating in the Program, are entitled to the referral fee based on the income that customers referred by you generate for Woodpecker.
2. To generate the referral fee, the customer to which the Partner recommended Woodpecker has to:
 - a. use a browser that has its cookies setting enabled.
 - b. follow a Referral link.
 - c. purchase any amount of subscriptions (“Seats”) for Woodpecker service and successfully pay Woodpecker a subscription fee.

- d. remain Woodpecker's customer for at least 30 days.
3. You will receive a Referral fee in the amount of 20% Gross of Net Income of every subscription of Woodpecker that is connected to You through the referral link that You used in the process for your first 3 years in the Program. For the subsequent 4 years, the commission rate will decrease from 20% to 10% .
4. Referral fee is reported as due to you within 30 days from beginning of the subscription term of the customer to avoid any technical issues and refunds that might happen.
5. Referral fee may be a subject for adjustments for the credit card chargebacks and refunds. Cancelled, fraudulent or voided transactions do not qualify as basis for Referral fee. This means that Partners, who were previously credited with Referral fee for a subscription that was later due to be refunded, may find the relevant amount to be deducted from their Partner Program account. In such case, the next positive Referral fee generated by the Partner shall be reduced by the relevant amount of the refunded fee.
6. We can transfer You Referral fees gathered during Your participation in the Program to your PayPal account when a total of granted commissions exceeds 100 USD.
7. We trace the Referral fees through the use of cookies. If it is not possible to track traffic from the Your site to the Woodpecker's Website because the visitor is using cookie-blocking software, or the link was altered in ways that do not follow the official guidelines, Woodpecker will only pay commissions on sales that can be traced by cookies back to You.
8. Only the Partner whose link is automatically reported by Woodpecker as connected to the customer, will get Referral fee for the sale.

Woodpecker does not connect customers to Partners with manual actions.

9. We reserve our exclusive right and responsibility for processing all subscriptions and payments made by customers. Partner acknowledges that all agreements relating to sales to Customers will be between Woodpecker and the Customer and that the prices for the Woodpecker service will be set solely by Woodpecker in its discretion.
10. If the total amount of Referral fees exceeds 100 USD, You may request a transfer of the funds from Your partner account for up to the value of the funds earned. The funds will be transferred to Your PayPal account within the first week of next month after your request (e.g. If You request the transfer on April 29th, we will realize it in the first days of May).
11. In order to receive a commission payment from Partners who's permanent place of residence is outside of Poland, below information is essential:
 - a. First name
 - b. Last name
 - c. Parents names
 - d. Date of birth
 - e. Place of birth
 - f. ID number and country of issuing
 - g. Address

This information will be used for tax reporting purposes and only if applicable.

12. In the situation that a Partner did not provide Woodpecker with the above information, all payments will be withheld.

13. You will not be entitled to receive any Referral fees for a subscription of the customer who:
 - a. has been introduced in breach of any term of these Terms,
 - b. makes a payment which is subject to a chargeback or which is reversed for any reason
 - c. has insufficient amount of credit to continue their subscription,
 - d. is located in a territory from which the Woodpecker may not accept customers,
 - e. is suspected by Woodpecker of acting in breach of the Terms of Service and conditions governing his/her account, or any fraudulent or dishonest activity,
14. All payments made by Woodpecker under this Agreement are deemed inclusive of any VAT or other tax payable and will be paid in USD exclusively via PayPal. Any additional fees connected with withdrawing funds such as PayPal transaction fee, will be covered by the Partner.

§5 Partner's Responsibilities

1. Partner will introduce Woodpecker.co's application to current and prospective Customers and will comply with all laws as well those that govern email marketing and anti-spam laws.
2. Partner may post as many Referral links to Woodpecker as he or she finds necessary, as well as register in any search, referral, or

advertising service (such as e.g. Google's AdWords program), provided that Partner ensures that each website containing a Referral link meets the terms of these Partner Program Terms.

3. Partner will not:

- a. purchase or register search engine keywords, AdWords, search terms or other identifying terms that Woodpecker considers in its sole discretion as promoting sexually explicit materials, violence, weapons or firearms, illegal activities, fake or counterfeit items, promote betting or gambling, any form of discrimination based on sex, race, religion, nationality, disability, sexual orientation, or infringing upon others' intellectual property rights.
- b. register any domain names which are identical or similar to Woodpecker or any other trademarks owned by Woodpecker and Partner will 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;
- d. use their own Referral link to receive any benefits that come with the participation in the Program for Woodpecker.co accounts handled directly by them or their companies.

4. Woodpecker.co reserves the right to judge whether any of the rules mentioned above have been violated.

§6 Woodpecker's Responsibilities

1. We will pay You Referral fees on sales of Woodpecker services referred directly by You if that customer has accessed Woodpecker's site and purchased the product or service via Your referral link.
2. Upon joining the Program, we will grant You:
 - a. the Referral link which redirects to Woodpecker's website with a unique handle assigned. This information is saved on the computer of the visitor, who enters the Woodpecker Website through the Referral link, in the form of a cookie which is active for the period of 30 days,
 - b. access to membership-only discussion group hosted on Facebook.
3. Woodpecker will exclusively handle the sales process, technical support and customer success of any customer brought by the Partner.

§7 Termination

1. We may terminate this Agreement for any reason, at any time. In particular We reserve the right to terminate the Agreement with the Partner 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 these Terms;

- c. any attempt to artificially inflate Referral fees will result in immediate termination of this Agreement and will forfeit all amassed Referral fees.
2. You are able to cancel Your Partner account by requesting it from the Program's Manager via email (partners@woodpecker.co).

§8 Disclaimer of Warranties

1. Unless otherwise mutually agreed to by the parties in writing, the Website is provided by Woodpecker on an “as is”, “as available” and “with all faults” basis and hereby Woodpecker 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 Website.
2. The functions embodied on or in the Website are not warranted to be uninterrupted or without error.
3. Woodpecker will not be liable for any damages of any kind arising from the use of the Website 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.

§9 Limitation of Liability

1. Woodpecker does not guarantee compatibility of offered services and products with other producers' software. User will bear responsibility for the choice and consequences following from the use of other software including its applicability to user's objectives.
2. Terms of Use 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 will Woodpecker, 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 Website or Your use of or inability to use or the performance of the Website,
 - b. any errors or omissions in the Website'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 Woodpecker 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 any materials shared by Woodpecker, 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.

§10 Miscellaneous

1. If any clause or provision in these Terms 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 of Use will be effective only if in writing and signed by Woodpecker.co.

§11 Applicable Law

1. All disputes arising in connection with this Document will be primarily resolved amicably.
2. Terms of Use 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 Woodpecker.co in connection with Terms of Use that cannot be amicably resolved will be submitted for resolution by Common Court of Law at the location of Woodpecker.co's registered office.