

Affiliate Program Terms

date: 28th of May 2020

By registering as an Affiliate in the Affiliate Affiliate Program and / or using the Referral links, you agree to be bound by the following terms:

Offorte.com is a service of Dvotion BV. By using Offorte.com ("Service") and all Dvotion services, you agree to Dvotion's General Terms and Conditions. By "Dvotion", "Offorte", "Service", "Service", "we" and "us" we mean Dvotion B.V. located at Bramentuin 28 in Teteringen, the Netherlands. Dvotion is registered with the Chamber of Commerce under number 20102594.

These Offorte Affiliate Program Terms ("Agreement") form a legal agreement between Offorte and you ("Partner", "you" or "Affiliate"). This agreement governs the relationship between your website and marketing activities and Offorte. Make sure you fully understand the content of the agreement. If you have any doubts about your rights and obligations arising from your acceptance of the agreement, please contact us. If you do not agree to any provision of this agreement, you cannot proceed with the registration process or join the Offorte Affiliate program.

1. Definitions.

"Partner", "you" or "Affiliate" means any person or legal entity that has completed the registration process on the Offorte Website and has become a member of the Offorte Affiliate program. Participation in the Offorte Affiliate program is prohibited for individuals and entities that have a voting right or interest in Offorte, including Offorte officers, directors, shareholders and employees of Offorte, and their immediate families.

"Offorte Affiliate Program" is an income sharing program developed by Offorte that allows you, the Affiliate, to use marketing methods to promote our services and direct traffic to the Offorte Website, in accordance with the terms of this Agreement.

"Offorte Website" means www.offorte.com, one of its related websites and / or the Offorte Service.

"Commission" means the monetary compensation you receive, in accordance with section 5 of this, for participating in the Offorte Affiliate program; the commission consists of a percentage of your total sales amount. The sale takes place when an End User visits the Offorte Website via a Referral Link and makes the payment for the Offorte subscription or otherwise as described herein.

"Commission Payment" refers to payment systems that allow you to receive your commission. You may receive your commission via PayPal or bank transfer. The minimum payment threshold is € 50. Payments are only processed at the end of each month; provided that if the payment date falls on a day that is not a business day (at Offorte's sole discretion), payment will be made on the first business day thereafter.

"Cookie Life", unless otherwise stated herein, means 10 (ten) years from the date of the End User's first arrival on the Offorte Website through the Partner's Referral Link under this Agreement.

"End User" means the authorized actual user of the Offorte Service, who registers for a paid account on the Offorte Website.

"Lead" means the potential End User of the Offorte Service who clicks on the Referral Link and has been approved by Offorte as the lead of an Affiliate under the terms herein. The Lead may be approved by Offorte in its sole discretion, taking into account the following: (i) The Lead must be the new user for Offorte; (ii) the Lead must use your Referral Link; (iii) the Lead may not be the

existing End User of Offorte (iv) the Lead is not involved in our active sales process with our Offorte sales representative (s) or Offorte agents or resellers.

"Net Income" means the initial Offorte subscription fee, any renewal fee, and any upgrade or downgrade fee actually paid to Offorte by an End User for the Offorte Service on the Offorte Website. Net income: (i) are calculated net of any discounts and taxes payable; (ii) are calculated including any subsequent refunds to the End User.

"Referral Link" means a link that leads to the Offorte Website and contains your reference ID. You will only receive your reference ID after you have become a member of the Offorte Affiliate program or are already a customer and use the Referral Link.

"Offorte Service" means access to online platform, applications and tools that users view or subscribe to, which are developed, maintained and managed by us and accessible through the Offorte Websites.

"Offorte Subscription" means the subscription for the Offorte Service specified on the Offorte Website.

"Third Party" means any individual or legal person, except the party to this Agreement.

"Your Account" means your account on the Offorte Website, where your information is stored and where you can track your affiliate activities, including payment information.

"Your website" or "affiliate website" means the global website that you mention when you sign up for the Offorte Affiliate program, which is owned or operated by you.

2. Affiliate rights.

2.1. We grant you, subject to the limitations set forth below, a limited, non-exclusive, non-assignable, non-sublicensable, non-transferable, revocable right to: (i) demonstrate and promote the Offorte Service to your prospects and customers, and (ii) to grant End Users access to use the Offorte Service, in accordance with this Agreement and the Offorte conditions specified on the Offorte Website, provided that End Users agree to the Offorte conditions specified on the Offorte Website.

2.2. You may place banners or Referral Links in your newsletters, on your website or in other web related content.

2.3. You can reach us by sending an email to support@Offorte.com.

3. related obligations.

3.1. You must provide your full legal name, a valid email address, a valid domain name for your website and any other requested information to complete the registration process on the Offorte Website. Any information you provide in your profile must be truthful. You are solely responsible for all information that you provide in your account profile and on your website.

3.2. As an Affiliate you can only have 1 (one) account. You can list multiple domains in one (one) account, but only one (one) account is allowed.

3.3. You are solely responsible for the development, operation and maintenance of your website and for all materials that appear on your website. You must ensure that any material posted to your website does not infringe or infringe the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights). You are solely responsible for the accuracy, truthfulness, and suitability of material posted on your website. We do not endorse or accept any responsibility for links leading from your website to any website other than the Offorte Website and for any content that may be found by following these links to third party websites.

3.4. Affiliate warrants and warrants on behalf of itself and its affiliates, subsidiaries, agents and subcontractors: (i) that all personal information contained in the Leads (if any) or other information or materials provided to Offorte under this Agreement is collected in compliance with all applicable laws, including but not limited to applicable data protection laws; (ii) that the Affiliate is fully permitted to transfer personal data to Offorte and that the Affiliate has received all necessary permissions for Offorte to store and process such personal data, use it for marketing purposes and to offer its services .

4. Not allowed.

4.1. You may not use the Offorte Affiliate program for illegal or unauthorized purposes. While using the Offorte Service and / or participating in the Offorte Affiliate program, you must not violate any laws in your region / state / country.

4.2. You may not promote Offorte and / or Offorte on gambling websites, websites with adult entertainment / hate / violent / defamatory content or other content that is considered offensive or inappropriate, and websites that violate the rights of third parties and / or violate applicable laws. Offorte may or may not view all of the content on your website (s) or use it in your promotional methods. Offorte may require this and you agree to provide us with the information about traffic sources, promotional channels and your promotional methods related to Offorte Service. If your sources, channels or methods related to the Offorte Service are considered inappropriate or not in accordance with the terms of this Agreement, Offorte may, in its sole discretion, suspend your account, revoke your usage rights and cancel commissions.

4.3. Affiliates may not share their Commission received through the Affiliate Affiliate Program with End Users. Commission cannot be shared in any way between you, your employees and any other third party, including End Users.

4.4. You may not use and / or mention in any way: (i) the Dvotion or Offorte brand names as keywords in your ad campaigns across all search engines, including any misspellings in the brand name; (ii) the brand names Dvotion or Offorte in the domain name of your website, including any misspellings of the brand name.

4.5. You may not modify the trademarks, banners, content or any of the images provided to you in any way without our prior written permission.

4.6. Fraud is a serious crime and is treated as such. Fraud is defined as any action that intentionally attempts to create sales, leads or clicks with robots, frames, iframes, scripts or manually "refreshing" pages for the sole purpose of creating commissions. Any attempted fraud or malicious action will result in the cancellation of accounts and commissions. The Affiliate must provide all documents requested by us within 30 (thirty) days in case we notice potentially fraudulent activity related to your account or through your Referral Links. Otherwise, your account will be blocked and the commissions canceled.

4.7. You cannot spam. We will terminate your account the first time you spam. Do not send emails to lists or groups that you do not have permission to use. We have the right to deactivate or delete your account on the first violation that refers to this section.

4.8. You will not receive commissions for self-referrals and for affiliates that violate our Affiliate Program Terms and Conditions. You may also not refer the company you work for and receive commission for it.

4.9. You may not market Offorte trial versions as discount offers / coupons and you may not place Offorte trial versions in discount / discount coupon sections of your website (s), unless Offorte has agreed otherwise in writing.

5. Payment by the commission.

5.1. To be eligible to earn a commission, the End User must purchase an Offorte subscription within the stated lifetime of the cookie after coming to the Offorte Website through your website's Referral Link, email or other communications. If a sale occurs after the cookie has expired and the End User has not returned via the Referral Link and purchased the Offorte subscription, no commission will be made.

5.2. To be clear, commissions are only paid for purchases of brand new referrals, which occur after the End User clicks on your specific Referral Link (s) containing your reference ID directly from the Offorte Website. In other words, in order to be eligible for a commission, the End User you named will be a new user to Offorte, he will use your Referral Link to register and then purchase an account and he will direct an Offorte subscription buy from the Offorte Website: both monthly and annually. In the event of purchase by the End User, as described herein, the Affiliate will receive a partial commission of 20% (twenty percent) on the Offorte subscription price, up to a maximum amount of € 2000.

5.3. We also draw your attention to the fact that the money credited to your account does not generate interest. Commissions are only earned on paid accounts on the Offorte Website. If the End User cancels or does not pay the Offorte subscription after the trial period has ended, requests a refund or uses a limited free registration, no commission will be incurred. The structure of the committee can be changed at its own discretion.

5.4. Commissions earned from fraudulent, illegal, or overly aggressive, questionable sales or marketing methods are declared invalid. Fraudulent activities also lead to immediate account cancellation.

5.5. All statistics are collected and calculated by Offorte and are the only valid statistics used for determining the commission.

5.6. If you do not withdraw your commission within 6 months of reaching the applicable payment thresholds described in section 1 of these terms, we reserve the right to write off and declare the unclaimed Commission.

5.7. From time to time, Offorte may change the prices of Offorte subscriptions, therefore these changes may affect both the Commission you earn and the accuracy of the information you provide. We cannot guarantee the availability of Offorte plans at the prices you list on your website, if they are out of date.

6. Recurring commission.

Unless otherwise stated herein, when the End User registers an account with Offorte with your reference ID registered in the Offorte cookie, you will receive a commission as long as the End User maintains the Offorte paid Subscription to the Offorte Service or until it is terminated by one of the parties in accordance with the General Conditions of Offorte and / or the Offorte Affiliate Program conditions. If the End User account is canceled, suspended or refunded at any time, you will no longer be eligible to receive commission on future fees generated from that End User.

7. Duration and termination.

7.1. This agreement begins upon registration of your account on the Offorte Website and continues until terminated by either party in accordance with these terms of the Offorte Affiliate program.

7.2. Either party may terminate this agreement at any time in its sole discretion with written notice to the other at least 30 days prior to the termination date.

7.3. Notwithstanding the above, Offorte reserves the right to terminate a User Account for any offensive or fraudulent activity, failure to comply with this Agreement, or for any other reason in its sole discretion.

7.4. Termination of this agreement will result in the deactivation or deletion of your account or your access to your account, and the forfeiture and waiver of any potential or payable commissions in your account if they have been earned by fraudulent, illegal or overly aggressive, questionable sales or marketing methods. Upon termination of this Agreement, all rights of the Partner identified in this Agreement will terminate immediately.

8. Publicity.

The Affiliate is not allowed to use the content of websites owned and / or managed by Offorte without written permission from Offorte. The Affiliate may not copy pages or parts of pages from the Offorte Website and / or the Offorte Service to give the impression that the Affiliate website is an Offorte Website or Offorte Service or part of the Offorte Website or Offorte Service. The Affiliate agrees not to make any statements and / or give any guarantees and / or warranties with respect to the Offorte Service and / or their effectiveness other than that provided by Offorte and / or as otherwise approved in writing by us.

9. Property and intellectual property; use of trademarks.

9.1. Affiliate acknowledges and agrees that all rights, titles and interests of all intellectual property rights of any kind, including, but not limited to, patent, copyright, trademark, database rights as well as moral rights, know-how and trade secrets (and all related licenses), whether or not registered or capable of registration, and whether they exist in a specific country or countries or any other part of the world, in the Offorte Affiliate Program, the Offorte Service (technology, hardware, software, etc.), any code or software (SDK, API, etc.) that may be provided to Affiliate or End User under this Agreement and any work products made and / or supplied herein and related documentation (which constitutes the Offorte) Website, Offorte Affiliate Program) are and remain exclusively and exclusively our property and / or the property of Offorte, Offorte licensors or Offorte partners. No title or ownership rights are granted to the partner on the Offorte Website or the Offorte Affiliate program. The Affiliate's right to use the Offorte Website, to participate in the Offorte Affiliate program and any part of it is strictly limited to the terms of this agreement and we reserve all rights not expressly granted herein.

9.2. Offorte, Other brands, images, icons, names and logos used or displayed on or through the Offorte Website are trademarks, trade dress and / or service marks ("brands") of us and our affiliates and subsidiaries or otherwise owned by their respective owners, whether or not affiliated with, affiliated with or sponsored by us and may be subject to the terms of such third parties. Affiliates and End Users may not use any meta tags or other "hidden text" using any of the above trademarks, trade dress and / or service marks without prior written permission from our and their respective owners. The Affiliate's right to use the Marks is strictly limited to the manner of use as instructed and approved by us, which may be revoked or changed at any time at our sole discretion (or the respective owners or licensors). Affiliate will immediately change or remove such display of materials accordingly at the request of us or Offorte's respective owners or licensors. The Affiliate acknowledges and agrees that the Affiliate will not dispute ownership of the marks on the Offorte Website for any reason. Use or display of the Affiliate Brands will be effectively terminated upon termination of this agreement, deactivation or deletion of your account or upon notice from us or the respective owner or licensor to discontinue such use or display.

9.3. The Affiliate hereby grants us a worldwide, non-exclusive, unlimited, and royalty-free license to use the Affiliate's brands, names, logos, trademarks, trade names, and service marks as used by the Affiliate for informational and advertising purposes only.

9.4. Partners are not obligated to provide Offorte ideas, suggestions, comments or other feedback regarding the Offorte Website or Offorte Service, the Offorte Affiliate program or Offorte's business or activities. If an Affiliate shares ideas, suggestions, comments or other feedback with Offorte, Offorte will have such an idea, suggestion, comment or feedback. The Affiliate hereby assigns all rights, titles and interests of the Affiliate in such an idea, suggestion, comment or feedback to Offorte and agrees that Offorte will be free to use and implement this, without any limitation or obligation, without any obligation, to do this.

10. Indemnification.

You agree to defend, indemnify and hold harmless Offorte and its officers, directors, employees and agents from and against all claims, damages, obligations, losses, liabilities, costs or debts and expenses (including but not limited to attorney fees) arising from: (a) your use of and access to the Offorte Website and participation in the Offorte Affiliate program; (b) your violation of any terms of this Agreement or applicable law; or (c) your violation of any third party right, including but not limited to any copyright, property or privacy right. This defense and indemnification obligation will survive termination of this agreement and your use of the Offorte Website and participation in the Offorte Affiliate program.

11. Authority.

Each party represents and warrants to the other party that the person performing this Agreement is authorized to do so on behalf of that party. If you are an individual, you represent that you are at least 18 years of age on the effective date of this agreement. If you are under 18 years old, do not attempt to participate in the Offorte Affiliate program and do not send any information about yourself to us, including your name, address, telephone number or email address. If we learn that we have collected personal information from anyone under the age of 18 without verification of parental consent, we will delete that information as soon as possible.

12. Powers.

You represent and warrant that: (i) you have the appropriate authority to operate and post any content on your website (s); (ii) you have all appropriate rights to promote with any promotion method you choose to use; (iii) Your website (s) and your promotional methods do not infringe the property rights of third parties or Offorte; and (iv) you remain solely responsible for all of your Website (s) and all of your promotional methods and / or campaigns and the resulting consequences.

13. Disclaimer of Warranties.

Except where prohibited by law, the Affiliate Affiliate Program and Affiliate Website are provided "as-is" and "as available" and we expressly disclaim all warranties and conditions of any kind. We do not guarantee that the Affiliate Affiliate Program or the Affiliate Website (a) will meet your requirements and / or expectations; (b) will be available on an uninterrupted, temporary, secure or error-free basis; or (c) accurate, reliable, free from viruses or other harmful code, complete, legal or secure. Nevertheless, we will do our utmost to provide the best possible service. We make no further guarantees regarding the accuracy or completeness of the content on all sites linking to the Offorte Website.

14. Limitation of Liability.

14.1. Under no circumstances are Offorte, its officers, directors, employees or agents, liable to you or any third party for any direct, indirect, incidental, special, punitive or consequential damages, which may arise from or are related to this agreement, or use of the Offorte Website or participation in the Offorte Affiliate program. Our liability to you for any damage arising from or related to this agreement will at all times be limited to the maximum of (a) € 50 (fifty EURO) or (b) commission you have made in the previous 12 (twelve) months (if each). The existence of more than one claim will not increase this limit. The foregoing limitation of liability applies to the maximum extent permitted by law in the applicable jurisdiction.

14.2. The Affiliate accepts that the operation of the Offorte Affiliate program, the Referral Links or the Offorte Website may not be completely free from interruptions, errors or omissions and Offorte is not liable for the consequences of interruptions or errors in the performance or content of the Offorte Website or Referral Links.

14.3. Offorte does not warrant, endorse, guarantee, or assume any responsibility for products or services advertised or offered by the third party through the Offorte Website, linked website, or Referral Links or featured in any banner or other advertising, and

Offorte will not be a party with or in any way responsible for checking transactions between you and external suppliers of products or services.

14.4. We make no representation that the Offorte Affiliate Program or the Offorte Website is suitable or available for use in all locations. Those who access or use the Offorte Website or participate in the Offorte Affiliate program from jurisdictions that prohibit such use do so on their own initiative and are responsible for compliance with local laws.

14.5. We reserve the right to use third party service providers in the terms of any or all of the agreement, including but not limited to hosting providers, payment processing services, information and communication services, analytics services, internet advertising platforms, advertising service providers and platforms. If any of the above services are provided by third parties, the Affiliate may be subject to the terms of that third party. We do not accept responsibility for services provided by a third party.

15. Miscellaneous.

15.1. Allocation. This agreement, any part of it or any rights or obligations under it may not be renewed, assigned, outsourced or transferred by you without our prior written consent, but may be assigned by us without limitation or restrictions. Any assignment or transfer contrary to the above provisions will be deemed void. Subject to the foregoing, the terms of this agreement are binding on and for the benefit of the parties to this agreement and their respective successors and assigns.

15.2. Force of the majority. We are not responsible for any failure or delayed fulfillment of our obligations due to circumstances beyond our reasonable control, including but not limited to, the use of third party equipment or services, communications disruptions, government action, war, terrorist acts, earthquakes, fire, flood or other force majeure, working conditions, power outages and internet outages.

15.3. Headings and references. Section headings are for reference only. Words in quotation marks and uppercase letters mean an abbreviation or defined term for indicated words or terms, including the definitions in the first paragraph.

15.4. Relationships. You and we are independent contractors and nothing in this agreement will create a partnership, joint venture, agency, franchise, sales representative or employment relationship between you and us. You are not authorized to make or accept offers or statements on our behalf. You will not make any statement, whether or not on your website, that reasonably contradicts anything in this agreement.

15.5. Choice of law. This Agreement and all matters arising therefrom and all disputes arising between the parties in connection with this Agreement will be governed and interpreted in accordance with Dutch and European law.

15.6. Tax status and obligations. Offorte is not mandatory and will not give you tax and / or legal advice. Offorte has no obligation to investigate or investigate your tax status and / or obligations, and such investigation and investigation is your sole responsibility. You are required to independently review and comply with all relevant tax and legal requirements, and you are responsible for your own tax collection, reporting and other obligations arising from Commission income. If Offorte provides you with information, that information is not considered tax or legal advice and Offorte is not responsible for the accuracy of such information.

15.7. Full agreement. This Agreement, together with the Terms and Conditions, User Terms and Privacy Policy, constitute the entire agreement between you and Offorte regarding your use of the Offorte Website and participation in the Offorte Affiliate program. However, the terms of some other Offorte Services and products may impose additional terms, which you can find in the terms of such services and products.

15.8. No distance. Failure or deferment by any party to exercise any right or remedy provided under this agreement or the law constitutes a waiver of that (or any other) right or remedy, nor does it preclude or limit its further exercise. No exercise in any or

part of such right or remedy shall exclude or limit the further exercise of that (or any other) right or remedy; and shall not be construed as a waiver of any subsequent breach or default under the same or any other provision of this Agreement.

15.9. Severability. All provisions of this agreement are separate and separable. If any provision of this agreement (or part of a provision) is found invalid, unenforceable, or illegal by any court or other competent authority, it will not affect the operation of this agreement or the other valid provisions.

15.10. Privacy. Participation in the Affiliate Affiliate Program is also governed by our Privacy Policy, the terms of which are herein incorporated by reference, so when we refer to this Agreement we also refer to the Privacy Policy.

15.11. Marketing. You agree that Offorte can identify you as an Offorte partner and may use your name and / or logo only for such purpose in its marketing materials.

15.12. Amendment. Offorte has the right to change, amend or change ("Modify") these Affiliate Affiliate Program Terms in whole or in part by posting a revised Affiliate Affiliate Program Terms and Conditions on the Offorte Website. Your continued participation in the Affiliate Affiliate Program after the date of such change is deemed to be your acceptance of the revised Affiliate Affiliate Program terms and conditions.

15.13. Recognition. You acknowledge that you have read, acknowledge and agree to all of the terms and conditions of the Offorte Affiliate Program Terms. You acknowledge that you have independently assessed the desirability of accepting the terms of the Offorte Affiliate program and you do not rely on any other statement, warranty or statement than that stated in the terms of the Offorte Affiliate program.

15.14. Electronic notices. You agree to receive communications from us in electronic form. Electronic notices will be delivered to your email address, which you have used for registration purposes, as this can be changed by you later by written notification to us. All communications in electronic format are considered "in writing" and are received the day we send them. We reserve the right, but do not accept any obligation, to provide communication on paper.

15.15. Notices. All notices, requests, claims, requirements, and other communications related to these Offorte Affiliate Program terms are welcome and should be directed to: support@offorte.com.

16. Contactdetails

Mail: support@offorte.com