

NapoleonCat Affiliate Program

Terms and Conditions

Thank you for your interest in participating in the NapoleonCat Affiliate Program! In order to be eligible to participate as a NapoleonCat Affiliate, you must review and accept this NapoleonCat Affiliate Agreement (this "Agreement") by clicking on the "Accept" or "Submit" button or similar mechanism provided.

PLEASE REVIEW THESE TERMS CAREFULLY. BY ACCEPTING THIS AGREEMENT OR PARTICIPATING IN THE NapoleonCat AFFILIATE PROGRAM, YOU AGREE TO THESE TERMS AND CONDITIONS WITH NAPOLEON Sp. z o.o. (address: SZPITALNA 8A/5 St., 00-031 WARSAW, POLAND) ("NAPOLEONCAT" OR "WE"). IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD NOT CLICK THE "SUBMIT" BUTTON, AND YOU SHOULD NOT PARTICIPATE IN THE NAPOLEONCAT AFFILIATE PROGRAM.

If you are registering as a NapoleonCat affiliate in your individual capacity (natural person having a full legal capacity not conducting or conducting business activity), then references to "the Affiliate" or "you" herein refer to you. If you are registering as a NapoleonCat affiliate on behalf of an entity or other organization (including a legal person conducting business activity), you are agreeing to this Agreement for that entity or organization and representing to NapoleonCat that you have the full legal capacity and the authority to bind that

entity or organisation to this Agreement (and, in which case, references to “the Affiliate” or “you” herein refer to that entity or organisation).

IMPORTANT NOTES:

- NAPOLEONCAT DOES NOT PROVIDE WARRANTIES OR INDEMNITIES HEREUNDER, AND THESE TERMS LIMIT NAPOLEONCAT’S LIABILITY TO YOU.

1. Modification

We may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include without limitation changes in the scope of available referral fees, fee schedules, payment procedures and program rules. You will be informed about each significant change to the terms and conditions within this Agreement at least 14 days before the planned entry into force of the new terms and conditions. The information will be delivered to your e-mail address assigned to your account in the Affiliate Program. If any of the modifications are unacceptable to you, your only recourse is to terminate this Agreement. In the event of termination of the Agreement in connection with the amendment to the Agreement, you will be entitled to commissions earned until the date of the termination, under the conditions set out in the Agreement in its current wording. If you continue participation in the program, it will be considered as your acceptance of the modifications. Subject to the foregoing, no amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless assented to in writing by both parties.

2. Enrollment

NapoleonCat does not provide software or similar services under the Affiliate Program. Participation in the Affiliate Program is possible only through a third-party platform – PartnerStack available at: <https://www.partnerstack.com/policies>. To enrol in the Affiliate Program, you must complete the registration form provided by NapoleonCat; you must be approved by NapoleonCat as a potential Affiliate and join the Affiliate Program via the PartnerStack platform by creating a free PartnerStack account in the Affiliate Program on the terms and conditions set out in the PartnerStack regulations. NapoleonCat reserves the right to decline your application as an Affiliate partner without giving any reason.

Subject to other requirements of the PartnerStack platform, you acknowledge that:

- Your account can only be used by you; sharing your login details in the PartnerStack account is prohibited;
- You are responsible for maintaining your account and protecting the confidentiality of your password. NapoleonCat and PartnerStack are not responsible for the loss or damage caused by failure to comply with this security obligation;
- You can only have and operate one account in connection with the Affiliate Program;

- Accounts registered by bots or other automated solutions cannot participate in the Affiliate Program.

3. Links

Subject to the terms of this Agreement, NapoleonCat hereby grants the Affiliate a non-exclusive license during the term of this Agreement to display a link specifically assigned to the Affiliate (whether in the form of text, or a logo or other graphic) provided to the Affiliate by NapoleonCat (the “Affiliate Link”), which will link to your Affiliate URL (as defined below), in a manner consistent with applicable trademark laws and NapoleonCat’s trademark policies promulgated from time to time. If NapoleonCat objects to the manner in which the Affiliate displays the Link or any other content relating to NapoleonCat or its software or services, the Affiliate will remedy the issue in the manner requested by NapoleonCat as soon as reasonably practicable. All use of NapoleonCat’s name or its other trademarks will ensure the sole benefit of NapoleonCat.

4. Affiliate URL

The Affiliate will be issued an individual URL (“the Affiliate URL”) once the Affiliate becomes an approved member of the NapoleonCat Affiliate Program which will be unique to the Affiliate and will allow him/her/them to be paid for affiliate referrals.

5. Commissions

The Affiliate will receive the percentage of Net Revenue (as defined below) received by NapoleonCat, as set forth below:

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For customers that sign up for the NapoleonCat app via the valid Affiliate Link and then purchase a plan afterwards, the Affiliate will receive 20% of Net Revenue on each full payment made and received by NapoleonCat from the customer the Affiliate refers, but in any case, for no longer than one year after the start of such a plan, and no more than 20% of the Net Revenue from payments for the annual duration of the plan.

For example, if a customer referred by the Affiliate purchases and pays for a monthly plan, the Affiliate will receive 20% of Net Revenue for that plan after NapoleonCat receives full payment from that customer. If the client renews (purchases) the plan for the next or subsequent months - the Affiliate will receive 20% of Net Revenue for this plan after NapoleonCat receives full payment from that client for each month, but not longer than for one year after the commencement of such plan. If a client the Affiliate will refer purchases and pays for an annual plan, the Affiliate will receive 20% of Net Revenue for that plan after NapoleonCat receives full payment from that client. If the client the Affiliate will refer buys and pays for a plan longer than the annual plan, the Affiliate will receive 20% of the Net Revenue of the price for the current annual plan after NapoleonCat receives full payment from that client.

The foregoing commission terms may change from time to time and may be subject to temporary or limited-time special promotions, challenges or

bonuses. The above changes that are favourable to the Affiliate do not require modifications to the Agreement in accordance with point 1 of the Agreement.

“Net Revenue” means net license fee received by NapoleonCat from a NapoleonCat customer referred by the Affiliate through a valid Affiliate Link (for clarity: reduced by taxes, returns, and refunds).

For example, if the then-applicable commission percentage were 20%, a monthly license fee of \$99 net would result in an affiliate payment of \$19.80.

The commission amounts are paid by ParterStack, and the Affiliate is solely responsible for all related obligations, including tax obligations, on the terms specified by PartnerStack.

For the sale to generate a commission for the Affiliate, the customer must click through the Affiliate’s unique URL and complete purchase of the NapoleonCat app. Word of mouth referrals will not result in an affiliate commission being generated, except as otherwise agreed upon by NapoleonCat in its sole discretion. Commissions will only be paid on sales that are made when the customer clicks through qualified, correctly structured Affiliate Links. Properly coded links are the sole responsibility of the Affiliate. For clarity, and without limitation, referrals and Net Revenues collected as follows or in any of the following situations will not qualify for a commission hereunder:

- from third parties that were already customers of NapoleonCat at the time of sign-up;
- from third parties that receive a discount for their license fees;

- from third parties that were referred to NapoleonCat previously by the Affiliate or any person or entity related to the Affiliate;
- from referrals of the Affiliate;
- from referrals in violation of this Agreement;
- in case of a resignation of a customer from signing up for NapoleonCat's app via the Affiliate's valid Affiliate Link and/or purchasing a plan or when for other reasons for which NapoleonCat is not responsible, the contract with a customer has not been performed; or
- if the Affiliate has a marketing or consulting or any other relationship with NapoleonCat for which the Affiliate receives any compensation.

6. Payment

NapoleonCat utilises PartnerStack cooperating with third-party payment processors or service providers in order to facilitate payments under the NapoleonCat affiliate program. The Affiliate is solely responsible for keeping its/his/hers recipient address for the payment processor used by PartnerStack currently. NapoleonCat, PartnerStack or third-party payment processors or service providers will have no liability for and will not resend payments returned due to incorrect payment details required by payment processors or service providers (Payment Canada, PayPal, Stripe, or other). Payments will be made after verification of the commission earned and paid out within a timeframe and on the terms set out by PartnerStack.

7. Customer Relationship

Customers who purchase products and services through the NapoleonCat Affiliate Program will be deemed to be customers of NapoleonCat.

Accordingly, all rules, policies, and operating procedures concerning customer licenses and services will apply to those customers, and customers shall enter into a separate contractual relationship with NapoleonCat for NapoleonCat's services. NapoleonCat may change its policies, pricing structure and/or operating procedures at any time and at its sole discretion.

8. Qualifying Sites

NapoleonCat reserves the right to refuse any Affiliate's site entry into the NapoleonCat Affiliate Program based on the site's content. Affiliate will not place any Links on any sites that do not qualify for or are otherwise refused for the Affiliate Program. Sites that do not qualify for the Affiliate Program include, but are not limited to, sites which:

- Promote sexual materials;
- Promote violence;
- Promote discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- Promote illegal activities;
- List coupon codes or discounts that were not officially provided to them by NapoleonCat;
- Infringe or otherwise violate any copyright, trademark, or other intellectual property rights of NapoleonCat or any third party.

9. Permitted Usage

The Affiliate is obliged to know the legal regulations regarding advertising and providing services by electronic means, including those related to the processing of personal data, with particular emphasis on the General Data Protection Regulation. The Affiliate should also ensure that displaying any Link does not violate any agreements between the Affiliate and third parties.

The following are permitted uses of the NapoleonCat brand and marketing resources:

- The Affiliate is permitted to use the graphical banners and design resources provided by NapoleonCat. If a specific size banner ad is not available, the Affiliate may contact the Affiliate Program manager at **anna.smaruj@napoleoncat.com** and request a new banner graphic be added to the available resources.

NapoleonCat's name and logo, and all related names, logos, product and service names, designs, and slogans are the property of NapoleonCat. You must not use such marks without the prior written permission of NapoleonCat.

10. Prohibited Usage

The Affiliate agrees to the following covenants, and any violation thereof is ground for immediate termination of this Agreement by NapoleonCat.

The Affiliate will not, directly or indirectly:

- use the term "NapoleonCat" or terms "Napoleon" and "Cat" together in any variation in its site URL (e.g., NapoleonCat.net,

NapoleonCatscouponcodes.com, shopifyNapoleonCat.com, NapoleonCat.plugins.com, shopnapoleoncuponscat.net, etc.);

- promote coupons that were not provided to Affiliate by NapoleonCat;
- host or promote "coupon stacking" sites where customers may combine coupons to receive additional discounts;
- use any advertising platform (e.g., Facebook ads, Google AdWords, etc.) in connection with NapoleonCat, NapoleonCat domains, and any of Affiliate's activities related to this Agreement or the NapoleonCat Affiliate Program – The Affiliate must use only word of mouth or its own media (e.g., Affiliate's YouTube channel, website blogs, etc.) to generate referrals hereunder;
- impersonating a member of the NapoleonCat team;
- formulate messages regarding NapoleonCat and the NapoleonCat Affiliate Program in a way that leaves doubt from who the content of these messages comes from;
- provide outdated, incomplete information about NapoleonCat and its offer;
- use unauthorised techniques to promote own websites, generate artificial traffic by using tracking worms, clickers, send, replace or overwrite cookies, use artificial inquiries, use illegal keywords, use any other actions that directly contribute to an unfair increase in the Affiliate's commission;
- in connection with its activities hereunder, (i) violate or infringe any common law or statutory rights of any person or other entity (including, without limitation, proprietary rights, copyright rights, trademark, service mark or patent rights, or any rights of privacy or publicity); (ii) violate any

- law, rule, regulation or violate good manners; (iii) use any material or information that is obscene, pornographic, libellous, defamatory, slanderous; or (iv) use content related to the sale or promotion of alcohol, tobacco, drugs or prescription drugs; (v) use any false or deceptive material, or otherwise engage in any consumer or other fraud; (vi) taking any other actions that may be considered by NapoleonCat to adversely affect the reputation of the NapoleonCat and its brand;
- register for NapoleonCat through their own affiliate link in order to take advantage of the affiliate program and receive the commission for referring to themselves as a customer.

11. NapoleonCat Anti-Spam Policy

The Affiliate will not use spam e-mail or other forms of Internet abuse (including spamming forums, blogs, Twitter, Facebook and other social media outlets) to seek referrals. Spam includes, but is not limited to, the following:

- Electronic mail messages addressed to a recipient with whom the sender does not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient through an opt-in subscription;
- Messages posted to Usenet, forums, Twitter, Facebook and message boards that are off-topic (unrelated to the topic of discussion), cross-posted to unrelated newsgroups, posted in excessive volume, or posted against forum/message board rules;

- Content posted on free blog websites for the sole purpose of keyword spamming, or comments posted to legitimate blogs that violate the comment policy of the blog owner;
- Solicitations posted to chat rooms, or to groups or individuals via Internet Relay Chat or "Instant Messaging" system;
- The information posted with the nature of an "Internet chain",
- Certain off-line activities which are similar to spam, including distributing flyers or leaflets on private property or where prohibited by applicable rules, regulations, or laws.

The Affiliate will perform its activities hereunder in compliance with all applicable laws or regulations, and the Affiliate will only send emails containing a Link or message regarding NapoleonCat's products and services to person(s) who have been previously contacted and who consented to the fact that the Affiliate will be sending an e-mail containing such information.

NapoleonCat may investigate any Affiliate conduct and, at its sole discretion and with or without cause or prior notice, terminate this Agreement. In addition, the Affiliate will indemnify and hold harmless NapoleonCat against any liability arising from the Affiliate's breach of any obligation, representation or warranty of the Affiliate under this Agreement.

If you wish to report a violation of our Anti-Spam Policy, please forward all relevant evidence to our customer service department at marketing@napoleoncat.com.

12. Relationship of Parties

The parties are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. The Affiliate has no authority to make or accept any offers or representations on NapoleonCat behalf. The Affiliate will not make any statement, whether on its sites or otherwise, that reasonably would contradict the foregoing.

13. Disclosure of Affiliate Relationship

It is the sole responsibility of the Affiliate to disclose the nature of their relationship with NapoleonCat to any customers, and the Affiliate shall indemnify and hold harmless NapoleonCat against any liability arising from the Affiliate's lack of proper disclosure to an actual or potential customer.

14. Term and Termination

This Agreement is solidified after the Affiliate has been approved by NapoleonCat as eligible to participate in the Affiliate Program and on the day on which the Affiliate created the PartnerStack Account and accepted the regulations of the PartnerStack platform (available at <https://www.partnerstack.com/policies>), joined the NapoleonCat Affiliate Program on the PartnerStack platform and accepted the terms and conditions of this Agreement. The terms of this Agreement will end when terminated by either party. Either NapoleonCat or the Affiliate may terminate this Agreement at any time, with or without cause, upon written notice to the other (which notice may be sent by email (1) in the case of notices from NapoleonCat to you, to the email address associated with your account, or (2) in the case of notices from you to NapoleonCat, to **marketing@napoleoncat.com**). For the

effectiveness of the termination of the Affiliate Agreement, it is sufficient for the Affiliate to send the following (or having a similar meaning) sentence: “I terminate the NapoleonCat Affiliate Agreement on [date]” to the indicated above NapoleonCat’s email address. Upon the termination of this Agreement for any reason, all licenses granted hereunder shall immediately terminate, and you will immediately cease use of, and remove from all of Affiliate's sites, all links to the NapoleonCat websites (including all Links), and all NapoleonCat trademarks and logos, other NapoleonCat marks and all other materials provided in connection with this Agreement. Termination results in the immediate closure of the Affiliate’s access to the NapoleonCat Affiliate Program, in the form of and if the Affiliate breaches any term or condition of this Agreement, the loss of all rights regarding referrals and the forfeiture of any unpaid commissions that remain in connection with the breach of the Agreement. In addition, upon termination, all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such termination will survive, including terms and conditions relating to intellectual property rights and confidentiality, disclaimers, indemnification, limitations of liability and termination, dispute settlement and the miscellaneous provisions below.

15. Limitation of Liability

NAPOLEONCAT WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (OR ANY LOSS OF REVENUE, PROFITS, EXPENDITURES OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE NAPOLEONCAT AFFILIATE PROGRAM, EVEN IF NAPOLEONCAT HAS BEEN ADVISED OF

THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NAPOLEONCAT'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO THE AFFILIATE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE.

The Affiliate will indemnify NapoleonCat from any liability for violation of any laws or regulations or the rights of third parties in connection with the Affiliate's activities under the Affiliate Program, including activities contrary to the terms and conditions set out in this Agreement, PartnerStack's regulations, and shall reimburse NapoleonCat for all costs incurred by them in connection with such violation, including costs of defending against claims and allegations (including legal aid costs), amounts of fines paid, damages and other payments made in connection with such violations.

16. Disclaimers

NAPOLEONCAT HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE NAPOLEONCAT SITE AND PRODUCTS, ANY LINKS, THE AFFILIATE PROGRAM OR AN AFFILIATE'S POTENTIAL TO EARN INCOME FROM THE AFFILIATE PROGRAM, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND/OR WARRANTIES ARISING FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF

THE WEBSITES OR THE LINKS WILL BE UNINTERRUPTED OR ERROR-FREE, AND NAPOLEONCAT WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

NAPOLEONCAT WILL MAKE ALL REASONABLE EFFORTS TO TRACK AND PAY COMMISSIONS TO THE AFFILIATES. HOWEVER, NAPOLEONCAT IS NOT RESPONSIBLE FOR TECHNICAL PROBLEMS, ACTS BY THIRD PARTIES, OR OTHER INACCURACIES OR EVENTS OUTSIDE NAPOLEONCAT'S PHYSICAL OR TECHNICAL CONTROL.

17. Proprietary Information

The Affiliate acknowledges that, in connection with this Agreement or the Affiliate Program, he/she/they may obtain business, technical or financial information relating to NapoleonCat ("Proprietary Information"). The Affiliate and his/her/their employees and agents shall, at all times, both during the term of this Agreement and after its termination, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than in the course of her/his/their duties as expressly provided in this Agreement; nor shall the Affiliate or his/her/their employees or agents disclose any such Proprietary Information to any person without NapoleonCat's prior written consent. The Affiliate shall not be bound by this Section with respect to information it can document that has entered or later enters the public domain as a result of no act or omission of the Affiliate, or is lawfully received by the Affiliate from third parties without restriction and without breach of any duty of nondisclosure by any such third party.

18. Technical requirements

In order to use the Affiliate Program correctly, the Affiliate must have:

- a) An Internet browser and hardware required by PartnerStack along with Internet access;
- b) An active and correctly configured email account;
- c) A PayPal, Stripe or similar account required by PartnerStack to receive regular commission payments.

NapoleonCat does not guarantee and is not responsible for the requirements specified by the Partnerstack service.

NapoleonCat makes every effort to ensure that the use of its websites and applications is possible and accessible to all popular web browsers, operating systems, computer types and types of internet connections; however, NapoleonCat does not guarantee and is not responsible for the fact that any configuration of the hardware owned by the Affiliate or any third person, will enable the use of its websites and applications. The minimum technical requirements are a web browser with Javascript enabled and the Adobe Flash plug-in installed, without systems blocking the display of Flash objects, as well as accepting the cookies.

19. Personal Data

NapoleonCat collects and processes the Affiliate's personal data in a form of the Affiliate's first and last name, e-mail address, country of residence, and other information provided in the registration form, to the extent necessary to establish, shape the content, change, solve and correctly implement the

services provided in the Affiliate Program, including approving the Affiliate as a member of the Affiliate Program, terminating the agreement, contacting the Affiliate in the process of resolving Affiliate complaints regarding the Affiliate Program.

NapoleonCat collects and processes the Affiliate's personal data in a manner consistent with the applicable provisions of law and the GDPR regulation on the protection of personal data, on the terms set out in NapoleonCat's [Privacy Policy](#).

Data may be made available only to public authorities authorised to access data on the basis of relevant legal provisions. The Affiliate has the right to inspect their personal data, to correct them and to request the cessation of their use.

In order to enrol in the Affiliate Program, the Affiliate must provide his/her/their personal data to third-party payment processors or service providers (including PartnerStack) cooperating with NapoleonCat as part of the Affiliate Program to the extent required by third-party payment processors or service providers in accordance with their rules and privacy policies.

20. Complaints

The Affiliate has the right to submit complaints about the non-performance or improper performance of the NapoleonCat Affiliate Program to the email address: **marketing@napoleoncat.com**. The complaint should contain information on the type of failure and its description, along with a brief justification. Complaints will be considered immediately, no later than within 30

business days from the date of receipt of the complete information enabling the complaint to be resolved.

Complaints regarding any third-party payment processors or service providers (including PartnerStack) due to participation in the NapoleonCat Affiliate Program should be directed to those processors or service providers on the terms specified by them.

21. Miscellaneous

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. Neither party shall have any right or ability to assign, transfer, or sublicense any obligations or benefit under this Agreement without the written consent of the other (and any such attempt shall be void), except that NapoleonCat may assign this Agreement to any third party who succeeds to substantially fulfil all its related business or assets. This Agreement contains the entire understanding of the parties regarding its subject matter and, save as otherwise provided in the Agreement, can only be modified or waived by a subsequent written agreement signed by both parties.

If any of the provisions of this Agreement are determined by a court to be unenforceable, they shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

In matters not covered by the Agreement, the relevant provisions of Polish law and/or provisions of law applicable to the place of residence of the consumer

shall apply. NapoleonCat declares its readiness to resolve disputes individually in an amicable manner, including out-of-court ADR (Alternative Dispute Resolution). In the event of failure to settle the dispute in an amicable manner, the competent court for resolving disputes arising from the Agreement is the common court competent for the seat of NapoleonCat, except for the situation where the Affiliate is a consumer when provisions of law applicable to the place of residence of the consumer shall apply. The above does not include the use of PartnerStack services, to which the PartnerStack regulations are applied.

By signing up to the NapoleonCat Affiliate Program, the Affiliate acknowledges that he/she/they has/have read this agreement and agree to all its terms and conditions. The Affiliate has independently evaluated this program and is not relying on any representation, guarantee or statement other than as set forth in this Agreement.