

TERMS & CONDITIONS

This is an Agreement between you and Userback. Please read these terms with care. This Agreement outlines the rules and regulations of the affiliate program for Userback.

By accepting these Terms and Conditions, you agree that you have read and understood these and agree to be legally responsible for each and every term and condition herein.

1. Definitions

In this Agreement, the following definitions will apply:

- **“Affiliate”** or **“Affiliates”** or **“You”** are the individuals or entities in the affiliate application that intend to participate in the Affiliate Program and who will legally be bound by the Terms and Conditions herein.
- **“We”, “us”, “our”, and “Userback”** means Userback Pty Ltd.
- **“Customers”** are the individuals and legal entities that are the end users of Userback.
- **“Affiliate Program”** means the program operated by Userback, to which the Affiliates are enrolled and rewarded in the form of monetary compensation for referring customers.

- **“Affiliate Program Website”** means www.userback.io or Affiliate Program page.
- **“Affiliate Link”** is the personal link from an affiliate participating in the affiliate program, used to track referrals and commissions. The link is located at the affiliate’s website and promotional channels, and when clicked on by a potential customer, it directs to www.userback.io.
- The term **"Your Website"** or **"Affiliate Website"** refers to the website(s) that you own and/or operate, and that you register for the Userback Affiliate Program.
- **“Referral”** stands for a potential customer who was led to www.userback.io with the use of the Affiliate Link.
- **“Agreement”** means this Affiliate Program Agreement and all materials referred or linked to in here.
- **“Commission”** means the money that an affiliate earns from each referral that converts into a sale.
- **"Applicable Laws"** means all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any government authority.
- **"Lead"** means a potential customer of Userback, who is referred to Userback through Your Affiliate Link (and who has been approved by Userback).
- **"Referral Window"** means the duration of an affiliate cookie from the date of the end user's first arrival on the Userback Website through the Affiliate Link according to this Agreement, which ends if a Lead clears its cookies, changes their cookies selections, or after the expiration of the period indicated on the Affiliate Program Website, whichever is first.
- **“Third Party”** means any individual or any legal entity other than the parties to this Agreement.

- The “Effective Date” of this Agreement is the date on which you sign up for the Affiliate Program.

2. Participation requirements

- 2.1 To participate in the Userback Affiliate Program, You must apply on the Affiliate Program Website and be accepted by Userback into the Userback Affiliate Program. To apply, You must:
- be at least 18 years old and have a functioning website and social media account;
 - create original content, such as online courses, seminars, blog posts, or videos;
 - have read and agreed to the Userback Affiliate Program Terms & Conditions.
- 2.2 In the application, you must provide your full name, website address, and any additional information asked. After signing up for the program, we will review your application. We reserve the right and sole discretion to reject your application, and re-evaluate your application at any point in time.
- 2.3 You will receive a confirmation of your participation when the application is approved. After approval, you have direct access to your affiliate dashboard and personal referral link.
- 2.4 You are only allowed to create and use one affiliate account.

3. Program requirements and restrictions

- 3.1 The primary responsibility of the affiliate is to serve as a marketing promoter for Userback, actively introducing potential customers to the company's website. The affiliate is

allowed to use their affiliate link on their website and refer potential customers to Userback.

- 3.2 As a participant in the Userback Affiliate Program, you agree to market and promote the products and services of Userback. To do this, you may use marketing assets from Userback, provided through your affiliate dashboard, such as available banners ad, social media graphics, and guidebooks.
- 3.3 It is the responsibility of the affiliate to ensure that the company information on their website and in their promotions remains current. For instance, if there are any changes in pricing, packages, or services offered by Userback, it becomes the sole responsibility of the affiliate to promptly update this information.
- 3.4 You agree to not make any false or misleading statements concerning Userback or make any representations concerning Userback's pricing, specifications, features, capabilities, and applicable warranties which are inconsistent with the product descriptions or promotional materials we make available to you.
- 3.5 If an Affiliate Lead's first click on the Affiliate Link occurs after the expiration or termination of this Agreement, it will not be deemed valid.
- 3.6 You warrant, represent and covenant that all personal data contained in Leads or any other data or material that You provide to Userback complies with all Applicable Laws, including but not limited to Applicable Data Protection Laws.

4. Commission and payments

- 4.1 Your participation in the Userback Affiliate Program is free of charge. To be eligible for a Commission, the Lead must:

- be a new customer of Userback;
- have used Your Affiliate Link;
- not have been an existing, active Lead within Userback systems
- be accepted by Userback as a valid Lead;
- maintain a User Account for Userback for at least 30 days after registration as a new Customer;
- Userback reserves the right to reject a Lead for any reason, at its sole discretion.

4.2 Our Affiliate Program offers a 35% commission on all payments within the first 12 months for paying customers you refer to www.userback.io

4.3 Commissions are paid to the affiliate for paying customers that were brought to the website with the affiliate link, and subscribed for our services within 28 days. 28 days is the duration of our affiliate cookie left on the potential customer's device after clicking the affiliate link.

4.4 Commissions are paid out on the 30th of every month for the previous month's earnings. To qualify for a payout, a minimum threshold of 50 USD must be reached. PayPal is the designated payment method. It is the affiliate's responsibility to have an accurate and working PayPal email address updated in their affiliate dashboard.

5. Right to reverse commission

5.1 Userback will not be held responsible for any Commissions that may have been owed to Affiliates if a Lead clears their cookies or changes their cookie selections during the Referral Window.

5.2 We may update our commission structure periodically and announce it on the Affiliate Program Website. The revised

terms will take effect immediately upon posting. By continuing to participate, you accept the revised commission levels and terms.

6. Changes to our affiliate program

- 6.1 We reserve the right, at our sole discretion, to modify or replace these Affiliate Terms and Conditions at any time. If a revision is material, we will provide 30 days notice (“Amendment Notice Period”) via email prior to any new terms taking effect. If you don't agree with the amendment, you have the option to terminate this Agreement within the Amendment Notice Period, effective on its expiry by informing us in writing.

7. Termination of affiliate account

- 7.1 You may terminate your participation in the Program at any time by providing written notice to the Company. In this case, any unpaid commissions that exceed the minimum threshold of 50 USD will be paid out. However, any pending commissions below 50 USD will be invalidated.
- 7.2 We reserve the right to refuse, cancel or suspend your participation in our Affiliate Program at our sole discretion. No refunds will be given if you fail to comply with these terms. We will, however, advise You by email prior to taking any action to provide You with an opportunity to rectify any problem.

8. Ownership and intellectual property; use of trademarks

- 8.1 As of Effective Date, You are granted a non-exclusive, limited, revocable right to use the Userback Trademarks. Your use of the Userback Trademarks is subject to the usage rules that Userback makes available from time to time. We may immediately terminate your license to use the Userback Trademarks if we consider that such use dilutes, tarnishes, or blurs our values.
- 8.2 You agree and acknowledge that Userback has the right to identify you as a Userback Affiliate and use your name and/or logo exclusively for marketing purposes. Additionally, you grant us a global, non-exclusive, unrestricted, and royalty-free license to utilize your name, logo, and service marks in relation to the Userback Affiliate Program and this Agreement.

9. Non-exclusivity

- 9.1 This Agreement does not establish an exclusive arrangement between you and us. We both retain the right to suggest similar products and services from third parties and collaborate with other parties in relation to the design, sale, installation, implementation, and utilization of comparable third-party services and products.

10. Confidentiality

- 10.1 As used herein, "Confidential Information" means all confidential information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential, and Userback customer and prospect information, whether or not otherwise designated as confidential.

- 10.2 Confidential Information does not encompass any information that; becomes widely known to the public without any violation of obligations owed to the Disclosing Party or, was already known to the Receiving Party prior to its disclosure from the Disclosing Party without any violation of obligations owed to the Disclosing Party.
- 10.3 The Receiving Party shall abide by the following obligations with respect to the Confidential Information of the Disclosing Party:
- Safeguard the confidentiality of such information with a level of care equal to the care exercised in protecting its own confidential information, while ensuring it meets the standard of reasonable care.
 - Refrain from utilizing the Confidential Information of the Disclosing Party for any purpose beyond the scope of this Agreement.
 - Refrain from disclosing the Confidential Information of the Disclosing Party to any external parties.
 - Control access to the Confidential Information of the Disclosing Party, restricting it to individuals who are employees, contractors, or agents.

11. Indemnity

- 11.1 You agree to indemnify, defend and hold harmless Userback and its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:
- Your use of and access to Affiliate Program Website;
 - Your participation in the Userback Affiliate Program;
 - Your breach of any term of this Agreement; and

- Your violation of Applicable Law or any Third Party right, including without limitation any copyright, property, or privacy right.

This indemnification obligation will survive the termination of this Agreement and your use of Affiliate Program Website and participation in the Userback Affiliate Program.