

# InvoiceOcean Affiliate Program

## Terms of Service

The following Terms of Service contain the rules binding all participants of the InvoiceOcean Affiliate Program. If you wish to participate and benefit from the Affiliate Program, you must understand, agree and follow the policies set out in this document.

### §1. Glossary

- **Affiliate Program** - the entirety of the InvoiceOcean partner program, as available at <http://invoiceocean.com/partnership>;
- **Products** - the InvoiceOcean subscription plans eligible for the Affiliate Program, as available at <http://invoiceocean.com/pricing>;
- **Partner** - a person or legal entity participating in the Affiliate Program;
- **New Client** - a client who has registered a new InvoiceOcean account through a Partner's unique registration link containing the Partner's Partner ID, signed up for a subscription plan and completed payment for a subscription plan;
- **Partnership Agreement** - a partnership agreement between InvoiceOcean and a Partner, outlining the terms of a Partner's membership in the Affiliate Program;
- **Minimum Amount** - the minimum balance of a Partner's account needed to process a commission payout from InvoiceOcean to the Partner;
- **Affiliate Link** - a link leading to InvoiceOcean.com, containing a Partner's Partner ID.

## **§2. General terms**

1. The Affiliate Program is open to private persons and legal entities. All parties wishing to participate in the Program must first sign a Partnership Agreement and agree to these Terms of Service.
2. Private persons who wish to participate in the Affiliate Program on the terms outlined below must have full legal capacity.
3. Membership in the Affiliate Program is free and voluntary.
4. Partners are not employees or representatives of InvoiceOcean. Partners are not authorized to represent InvoiceOcean in any way or capacity, or use InvoiceOcean's identity to represent their or their business's actions. Partners are only allowed to represent themselves as members of the InvoiceOcean Affiliate Program.
5. New Clients are not existing users of InvoiceOcean.
6. The Affiliate Program is only valid for a limited period of time and expires 3 year from the moment of signing a Partnership Agreement.

## **§3. Client referrals and Partner identification**

1. Every Partner receives a unique identification number (Partner ID).
2. Partners refer New Clients to InvoiceOcean using Affiliate Links - hyperlinks containing the Partner ID that lead to InvoiceOcean.

#### §4. Partner remuneration

1. Partners are only remunerated for New Clients who have signed up for InvoiceOcean through the Partner's Affiliate Link and completed payment for a subscription plan.
2. The Partner's remuneration is equal to 30% of the first payment made by a New Client and 30% of all subsequent payments, unless there is a gap between payments during which the New Client's initial subscription expires.
3. The Partner's remuneration is accrued at the moment when InvoiceOcean receives payment from a New Client.
4. The Partner is entitled to commission in the amount in force on the day of purchase completion by a New Client.
5. The Partner does not receive any remuneration for recruiting new members of the Affiliate Program. Participation in the Affiliate Program is free and voluntary.
6. The total amount of commission accrued by the Partner can be viewed in the Partner's Affiliate Program member panel.
7. The Partner can receive his commission after it has reached the Minimum Amount of 300 PLN. Payouts are sent as bank transfers once per calendar month, but not more frequently than every 30 days.
8. Partners who are private persons have to issue a *bill* in the desired amount to InvoiceOcean in order to receive their commission payout. Partners who are legal entities have to issue an *invoice* in the desired amount to InvoiceOcean in order to receive their commission payout.

## **§5. Promoting InvoiceOcean**

1. The Partner is responsible for the contents of his website and promotional materials. InvoiceOcean is not responsible for any content concerning the Partner published outside of <http://invoiceocean.com>.
2. If the Partner includes the pricing of InvoiceOcean in his promotional materials or on his website, he is required to keep this information updated in line with the pricing published on <http://invoiceocean.com/pricing>.
3. The Partner is required to be familiar with and abide by all relevant laws and regulations concerning online advertising and online delivery of services.
4. The Partner may not promote InvoiceOcean on websites which are in violation of any laws, or which contain pornography, illegal music and/or software downloads or any other content which may adversely affect the public image of InvoiceOcean.
5. The Partner is required to formulate all statements concerning the services rendered by InvoiceOcean, especially in transactional and promotional emails and website contents, in a way that makes it clear and unambiguous that the contents of these statements are authored by and originate from the Partner and not InvoiceOcean.
6. The Partner may not promote InvoiceOcean on discussion groups, forums and other public boards in a way that violates the rules and customs of these groups, forums and boards, or in a way that may reasonably upset the members and/or owners of these groups, forums and boards.

## **§6. Data protection of the Partner and his Clients**

1. Changes to the personal information or banking details of the Partner must be made directly by the Partner.
2. Changes to the personal information or banking details of the Partner must not be made in order to mislead InvoiceOcean or transfer the Partner's membership in the Affiliate Program to another person or legal entity.
3. The Partner's personal information and banking details must be up to date and truthful. InvoiceOcean does not have to verify or investigate the validity of this information.
4. InvoiceOcean takes due care to maintain the integrity of its databases and all their contents.
5. Agreeing to these terms is tantamount to agreeing to receive information about changes to these Terms and others useful information related to the Affiliate Program. Should the Partner wish to unsubscribe from this messaging, he should do so in writing.
6. The Partner may not publish or disseminate the information sent to him by InvoiceOcean or published within his Affiliate Program member panel.

## **§7. Representation**

1. The Partner will promote the InvoiceOcean brand with due care, especially with regards to representing the capabilities of InvoiceOcean accurately and using up-to-date information.
2. The Partner may not misrepresent the features of InvoiceOcean to New Clients, especially by promising New Clients that certain new features will be added to InvoiceOcean at their request or after making a purchase.

#### **§8. Deactivating the Partner's account**

1. Breaching these Terms will result in deactivation of the Partner's account.
2. The Partner performing any actions deemed harmful to InvoiceOcean's sales or public image is grounds for immediate deactivation of the Partner's account and severing of the Partnership Agreement.
3. The Partner starting a service in competition to InvoiceOcean is grounds for immediate severing of the Partnership Agreement, deletion of the Partner's account and forfeiture of all commission accrued by the Partner.
4. Commission accrued on a deleted account cannot be paid out. A deleted account stops accruing commission as soon as it is deleted.
5. The Partner may leave the Affiliate Program by submitting a written request to InvoiceOcean; otherwise the Partner's account remains valid for 3 years from the moment of signing a Partnership Agreement.
6. Deactivation of the Partner's account does not preclude the Partner from joining the Program again in the future.
7. The Partner has the right to submit an account reactivation request to InvoiceOcean.

## **§9. Changing the Terms of Service**

1. The up-to-date version of these Terms of Service, including all changes, is available at <http://invoiceocean.com/partnership>.
2. InvoiceOcean will notify Partners about all changes to the commission scheme and these Terms of Service by an email sent to the address given during Partner registration.
3. The Partner consents to receive information about the Partner Program at the email address given during Partner registration.
4. Situations not covered in these Terms of Service are regulated by applicable laws.