

AFFILIATE AGREEMENT

PLEASE READ THE TERMS OF THE AFFILIATE AGREEMENT BELOW CAREFULLY.

BY REGISTERING YOURSELF AS AN AFFILIATE, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AFFILIATE AGREEMENT.

1. TERMS AND DEFINITIONS

1.1. SOFTWARE is the program named "JivoChat" developed for short message exchange with the visitors of a web site. The SOFTWARE is distributed via the web site <http://www.jivochat.com> by JivoSite Inc., a Delaware corporation (hereinafter "PRINCIPAL").

1.2. BUYER is the Software end user who is generated by an Affiliate to purchase the license for Software use

1.3. AFFILIATE'S PERSONAL ACCOUNT is the web site <https://partner.jivosite.com/> developed for registration of new Software Buyers by an Affiliate, browsing the information regarding the payments received by the Principal from the Buyers and creation of the requests for affiliate commission payment

1.4. AFFILIATE FEE is a reward paid by PRINCIPAL to AFFILIATE for drawing BUYERS of SOFTWARE under the terms of current AGREEMENT

2. SUBJECT OF THE AGREEMENT

2.1. The AFFILIATE shall generate the BUYERS, provide consultations relating SOFTWARE settings and operation and perform initial SOFTWARE adjustment in order to get the AFFILIATE FEE

3. AFFILIATE'S DUTIES

3.1. The AFFILIATE shall provide consultations for the BUYERS regarding abilities of the SOFTWARE, installation and operation issues

3.2. The AFFILIATE shall register new BUYERS in Partner's personal cabinet

3.3. The AFFILIATE shall not use the trademark "JivoChat" or "JivoSite" for the purposes which are not related to the execution of this AGREEMENT

3.4. The AFFILIATE shall not sign any assignment or agency agreements and assign his rights under this AGREEMENT to any third parties

3.5 The AFFILIATE shall not do the following:

- a. publish anywhere and advertise conditions that differ from the terms of service provided on PRINCIPAL's website at <https://www.jivochat.com/> (for instance, use different prices, offer an increased demo period, etc.);
- b. promote promo codes through contextual and medea advertising;
- c. use any methods of spam to advertise JivoChat and/or JivoSite, whether it is spam distribution, search spam or any other form of spam;
- d. use PRINCIPAL's websites (Jivochat.com and others) in contextual and media advertising;
- e. use inquiries and requests containing "jivosite", "jivochat", etc . in contextual advertising;
- f. present itself for PRINCIPAL, for instance to use name, registration information, telephones, addresses, etc. of PRINCIPAL as your AFFILIATE's contact information);
- g. use websites with domain names that contain "jivosite" or "jivochat".

4. AFFILIATE'S RIGHTS

4.1. The AFFILIATE is entitled to obtain up-to-date data about the BUYERS generated by the AFFILIATE which include information regarding amount of the payments received from the BUYERS and the amount of AFFILIATE FEE via PARTNER'S PERSONAL ACCOUNT

4.2. The AFFILIATE has a limited, nonassignable, nonexclusive license to use the trade name "JivoChat" or "JivoSite" solely for the purposes necessary for execution of AFFILIATE duties under this AGREEMENT.

5. PRINCIPAL'S DUTIES

5.1. The PRINCIPAL shall pay affiliate fee according to the conditions of this AGREEMENT if the terms of the AGREEMENT are observed by the AFFILIATE

6. PRINCIPAL'S RIGHTS

6.1. The PRINCIPAL has the right to demand cessation of distribution of advertisement messages and materials which contain information about the SOFTWARE in case if these messages are considered to be unacceptable. The AFFILIATE shall cease the distribution of such materials within two days period since the moment it has been demanded. In case if this request is not fulfilled the PRINCIPAL is entitled to cancel this AGREEMENT and demand the compensation of corresponding losses.

7. COST OF SERVICES AND PROCEDURE OF PAYMENTS

7.1. The amount of AFFILIATE FEE equals 30% (thirty percent) of the payments received by the PRINCIPAL from the BUYERS generated by the AGENT.

7.2. AFFILIATE FEES are paid by funds transfer to the AFFILIATE'S account.

7.3. The PRINCIPAL shall transfer AFFILIATE FEE within 60 working days from the date of the receipt of the request for reward payment. The AFFILIATE transmits the request for payment using the PARTNER'S PERSONAL ACCOUNT.

7.4. The PRINCIPAL makes a reward payment if the reward amount equals or exceeds 100 United States Dollars.

7.5. The AFFILIATE'S expenses associated with the fulfillment of his duties under the AGREEMENT are covered completely by AFFILIATE FEES and will not be compensated additionally by the PRINCIPAL except as otherwise provided by the written agreement of the PARTIES. In particular, the PRINCIPAL will not compensate AFFILIATE's expenses for advertising, marketing research, instructions provided for the buyers and other costs spent by the AFFILIATE during fulfillment of this Agreement.

7.6. In case a BUYER demands moneyback or executes a chargeback operation of the payment made by means of a bank card or other payment system, the reward for such refunded payment will not be paid to the AFFILIATE. In case the BUYER demanded moneyback after the reward for this payment had been transferred to the AFFILIATE, then the amount of the AFFILIATE FEE for this payment shall be returned to the PRINCIPAL'S account or (at PRINCIPAL'S discretion) withheld from the future AFFILIATE fees.

8. TERM OF THE AGREEMENT

8.1 The term of this Agreement commences once you register on PRINCIPAL'S website as an AFFILIATE and lasts until terminated by either Party.

9. DISPUTE RESOLUTION PROCEDURE

9.1. All disputes and discrepancies between the PARTIES which arise at the fulfillment of this AGREEMENT are settled by negotiations between Parties.

9.2. However, if negotiations among Parties fail, then any dispute, controversy or claim arising out of or relating in any way to this Agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Agreement, shall be exclusively resolved by the Moscow Commercial Court, Moscow, Russia (the "Court"). AFFILIATE and PRINCIPAL expressly agree that the Court should have personal jurisdiction over Parties to this Agreement and subject-matter jurisdiction over this Agreement.

9.3. The validity, interpretation, enforceability, and performance of this Agreement will be governed by and construed in accordance with the laws of the Russian Federation, without giving effect to its law regarding the conflict of laws.

9.4. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE LAWS TO APPLY, THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY AND/OR THE RELATIONSHIPS ESTABLISHED AMONG THE PARTIES HEREUNDER.

9.5. AFFILIATE and PRINCIPAL expressly wave their rights to demand venue of convenience or case transfer to another jurisdiction, and agree that Moscow, Russia is a proper venue for all disputes arising out of this Agreement.

10. ALTERATION AND TERMINATION OF THE AGREEMENT

10.1 The provisions of this Agreement may be amended or modified by PRINCIPAL by posting updated Agreement on the PRINCIPAL's website.

10.2 Either Party may terminate this Agreement at any time upon a five-day written notice to the other Party via email, text message, facsimile transmission or by any other electronic means of communications.

10.3. Notwithstanding anything to the contrary in this AGREEMENT, the PRINCIPAL is entitled to terminate this AGREEMENT immediately if the terms of the AGREEMENT are violated by the AFFILIATE.

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