

## **Affiliate Terms** (updated 11.03.2020.)

The following terms and conditions (the "Agreement") sets out the legally binding terms of your participation in the DeskTime affiliate program (the "Program"). The Program is owned and operated by Fast Brands LLC ("DeskTime", "we", "our"). The Program is offered subject to your (the "User", "you", "your") acceptance without modification of any of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published occasionally on the desktime.com website (the "Site"). If you do not agree with this Agreement, do not use the Program.

You indicate your acceptance of this Agreement and all the terms and conditions contained or referenced in this Agreement by completing the application process.

### **1. Affiliate Agreement**

You certify to DeskTime that if you are an individual (i.e., not a company) you are at least 18 years of age. If the User is a legal entity, you certify that you are an officer of the company or you are otherwise authorized to act on behalf of the company. The User also certifies that it is legally permitted to use the Program, and takes full responsibility for the selection and use of the Program. This Agreement is void where prohibited by law, and the right to access the Program is revoked in such jurisdictions.

### **2. Registration & Account**

In order to enjoy all the benefits of the Program, the User must register on the Site (including by filling out all required information). The User may cancel participation in the Program by deleting DeskTime account.

To complete registration, the you shall provide an email address and a password. The User may never use another's DeskTime account without permission from that user. The User is solely responsible for the activity that occurs on User's account, and User must keep its account password secure. The User must notify DeskTime immediately of any breach of security or unauthorized use of its account. Although DeskTime will not be liable for the User's losses caused by any unauthorized use of its account, the User may be liable for the losses of DeskTime or others due to such unauthorized use.

### **3. Modifications**

DeskTime reserves the right, at its discretion, to change, modify, suspend or discontinue this Agreement, Program, fees, charges, and terms at any time, including the availability of any feature, or content. DeskTime may also impose limits on certain features or restrict User's access to parts or all the Program without notice or liability. The User shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Program by the User following such notification constitutes the User's acceptance of the terms and conditions of changes as modified.

## 4. Affiliate URL

You will be issued a special URL once you become an approved User of the Program which will be unique to you only, and will allow you to be paid for affiliate referrals. You can place that URL on your website, emails, blogs, social network advertising, or similar campaigns from an account or platform that is registered in your name or which you are authorized to use. You expressly agree that DeskTime's name, trademark, logo or any other identifying material placed by you will appear only in the form and according to technical specification supplied by DeskTime. DeskTime, at its sole discretion, may change your URL.

When an affiliate URL is opened, the cookie file is saved in the browser's cache for 30 days. Customers need to sign up for an account on our Site during this time to be linked with your affiliate account.

## 5. Commissions

For each referred customer who visits the Site through your unique URL, signs up and makes a purchase, you will earn a 30% commission from that sale.

The affiliate period of each customer lasts 9 months after your referred customer's first payment. Referring of a prospective customer who previously was or currently is a DeskTime customer does not qualify for commission. You can track sales in real-time by logging into your account on the Site.

You cannot refer yourself, and you will not receive a commission on your own accounts. Also, taxes are excluded from the calculations, but discounts are included.

For the avoidance of doubt, all tax-related reporting to relevant tax authorities is entirely your responsibility. We will withhold taxes from payments that are due (including international payments) if you do not provide us with relevant documentation.

## 6. Payment

The minimum withdrawal amount is USD 25 and you must have referred at least two customers. If this Agreement is terminated prior to your first commission being due and the account balance does not exceed USD 25 or you have not referred at least two customers, then no referral commission will be due. If commission is not withdrawn from the balance within 1 (one) year, then this past due commission is voided and removed from the commission balance. All payments will be made via PayPal. You must have a PayPal account for this purpose. Payments are made via PayPal in USD within 5 (five) business days after your request is received.

In the event that customer's payment is cancelled or customer is refunded for any reason, we will deduct the relevant amount from your accrued earnings. If a refund is made after we have paid commission to you, we will deduct respective amount from your account (any future payments).

## 7. Restrictions

The User may use the affiliate URL for the sole purpose of promoting DeskTime and referring prospective customers to the Site. Except to the extent permitted by applicable law, the User shall not (i) send unauthorized (unsolicited commercial) emails or use any illegal method of advertising to promote the DeskTime that include the URL, and the User shall be solely liable for any such unauthorized communications (all marketing practices must comply with all applicable laws and regulations); (ii) display the URL in any way that in our discretion disparages or creates a derogatory or negative image of DeskTime; (iii) make any false or misleading representations relating to DeskTime, or engage in any other practices that could harm the reputation of DeskTime; or (iv) use clickjacking, linkjacking, typosquatting, domain spoofing, pixel and cookie stuffing or similar methods; or display the URL or any content in a manner that contains or promotes (a) illegal activities or (b) content that is misleading, deceptive, or violates any third-party intellectual property, privacy or other rights of any kind.

## 8. Advertising

You must not use any misleading or deceptive claims in advertising copy. You are solely responsible for following all federal, state and local laws, regulations and rules regarding advertising claims, including but not limited to the Federal Trade Commission's Disclosure Guidelines. You must adhere to all the editorial guidelines and search advertising terms and conditions set forth by each search engine including any updates to those terms in the future. Where search engine guidelines and this Agreement conflict, you must follow this Agreement.

When creating ads, videos, or other online content that publishes your affiliate URL on websites, DeskTime's brand image needs to be kept in mind. Sites where you advertise cannot be associated with content that's vulgar, racist, sexual, or otherwise deemed offensive by DeskTime. You must remove all ads and videos from websites deemed offensive within 24 hours of being notified by DeskTime. The DeskTime logo cannot be altered or changed. You are prohibited from creating groups or specific web pages in social communities to publicize DeskTime offers.

We encourage affiliates to engage in search engine optimization and pay per click activities. The only keywords that we restrict affiliates from using are those that include our brand name: DeskTime, DeskTime.com, or any variation or combination therein. You must also not knowingly serve ads that appear in a higher position than DeskTime managed ads. You shall not promote DeskTime on coupon sites.

You must not purchase or use domain names containing any DeskTime trademark, including domain names that combine a DeskTime trademark with one or more additional words, letters, numbers, or other characters, or domain names containing any misspelling or other confusingly similar variation of any DeskTime trademark.

## 9. Customer information

Each customer who visits the Site through your URL must fill out their customer information. All customer information is the sole and exclusive property of DeskTime and respective customer. You do not have any right to either (i) participate in any aspect of the information process, or (ii) receive any of the customer's personal information. This policy prohibits you from receiving customer information directly from customers and subsequently forwarding the customer information to DeskTime. You may request personal information from customers directly related to your own activities, registrations, promotions, etc., but DeskTime will never reveal any personally identifying information about customers or a customer applicant.

## 10. Term & Termination

This Agreement is effective at the time your application is, at the sole discretion of DeskTime, accepted by DeskTime and you are notified of such acceptance either in writing or electronically. Either party may terminate this Agreement at any time with or without cause. 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 all links to the Site, and all DeskTime trademarks and logos, other marks and all other materials provided in connection with the Program.

DeskTime reserves the right to delete unconfirmed accounts or accounts that have been inactive for extended periods of time. By violating any applicable law or this Agreement, the Agreement will be terminated immediately and User understands and agrees that any and all accrued commissions will be immediately forfeit and that the User's account will be immediately terminated.

## 11. Release

You release DeskTime (and its officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and

unknown, arising out of or in any way connected with such disputes. You agree that DeskTime shall be released from any and all damages resulting from the failure to receive any benefits of an anticipated collaboration.

## 12. Trademarks

If you use any of our trademarks in reference to our services, you must include a statement attributing that trademark to us. You must not use any of our trademarks (i) in or as the whole or part of your own trademarks; (ii) in connection with activities, products or services that are not ours; (iii) in a manner that may be confusing, misleading or deceptive; (iv) or in a manner that disparages DeskTime or its information, services and the Site.

## 13. Indemnity

You will indemnify and hold DeskTime (and its officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

## 14. Limitation of Liability

DeskTime will not be liable for indirect, special or consequential damages (or loss of revenue, profits, or data) arising in connection with this Agreement, even if DeskTime has been advised of the possibility of such damages. Further, DeskTime's aggregate liability arising with respect to this Agreement will not exceed the total referral commissions paid or payable to you under this Agreement.

## 15. Law & Jurisdiction

If a dispute arises between you and DeskTime, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. This Agreement is governed by and construed and interpreted in accordance with the laws of the State of California. Any dispute or claim arising out of or in connection with this Agreement or its formation (including non-contractual disputes or claims) must be resolved by a court located in the State of California.

## 16. General

No agency, partnership, joint venture, employee-employer, franchiser-franchisee relationship, etc. is intended or created by this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement upon notice to you. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement. The User waives any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.

We make no express or implied warranties or representations with respect to the Program or this Agreement or any services offered by DeskTime. In addition, we make no representation that the operation of the Site will be uninterrupted or error-free and we will not be liable for the consequences of any interruptions or errors.

Upon notice from DeskTime you must immediately remove all references to DeskTime, including its name, logo, trademark, service mark or any other identifying material immediately.

You understand that the Site and policies are created and operated to abide by all such rules and regulations and you agree to defend, indemnify and hold harmless DeskTime from any of your violations of laws and regulation, including but not limited to, intellectual property rights, customer's privacy rights, etc.

You certify that you: (i) are not controlled, supervised, instructed by DeskTime and are free from work rules and discipline; (ii) are free to set your own work schedule; (iii) pay your own business expenses, can hire assistants and provide your own office and all associated services, including computer, printing, telephone; (iv) will be reimbursed only for work done in accordance with this Agreement; (v) are allowed to have other clients.