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CERTIFIER AFFILIATE PROGRAM TERMS OF SERVICE

These Affiliate Program Terms of Service prescribe the terms and conditions of participation in the Certifier Affiliate Program (the “**Program**”), provided and operated by Certifier Sp. z o.o. with its registered office in Kraków (31-124) at Dolnych Młynów 3/1, entered in the register of entrepreneurs of the National Court Register (KRS) under number KRS: 0000863560, Tax Identification Number NIP: 6762586390, share capital in the amount of PLN 107,550.00 (“**Service Provider**,” “**we**,” “**us**,” “**our**”).

We value every affiliate who helps us grow. Our Program is designed to be straightforward and fair, and we hope you will find these terms clear and reasonable. By applying to or participating in the Program, you (“**Affiliate**,” “**you**,” “**your**”) agree to be bound by these Affiliate Terms.

These Affiliate Terms supplement, and do not replace, our general Terms of Service available at <https://certifier.io/terms>. In the event of a conflict between these Affiliate Terms and the general Terms of Service, these Affiliate Terms prevail with respect to the Program.

THE PROGRAM, INCLUDING THE AFFILIATE DASHBOARD AND ALL TRACKING SYSTEMS, IS PROVIDED ‘AS IS.’ WE MAKE NO EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OR CONDITIONS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT GUARANTEE ANY MINIMUM LEVEL OF COMMISSIONS OR UNINTERRUPTED OPERATION OF THE PROGRAM.

1. DEFINITIONS

- 1.1. **Affiliate Dashboard** – the online portal provided to you upon enrolment through which you can access your Referral Link, track Referrals, view Commissions, and manage payout settings
- 1.2. **Affiliate Site** – any website, blog, social-media account, e-mail list, or other digital property owned or controlled by you through which you promote Certifier
- 1.3. **Certifier** – the platform and all related Services as described in our general Terms of Service, available at <https://certifier.io>
- 1.4. **Certifier Marks** – the Service Provider’s trade names, logos, trademarks, and approved marketing materials made available to you in connection with the Program
- 1.5. **Commission** – the referral fee payable to you as described in section 4
- 1.6. **Confidential Information** – any non-public information disclosed to you in connection with the Program, including Commission rates, programme metrics, business plans, and technical data
- 1.7. **Customer** – a new user who signs up for a paid Certifier subscription through your Referral Link
- 1.8. **Referral** – a valid, Commission-eligible sign-up attributed to you in accordance with section 3
- 1.9. **Referral Link** – the unique tracking URL assigned to you upon enrolment in the Program

2. ELIGIBILITY AND ENROLMENT

- 2.1. The Program is open to legal entities and natural persons acting in a professional or business capacity. By enrolling, you confirm that you are not a consumer within the meaning of applicable law. Please remember that, similarly to our general Terms of Service, these Affiliate Terms are tailored for entrepreneurs.
- 2.2. To join the Program, you have to submit an application through the affiliate portal. Enrolment is free of charge. Most applications are approved automatically; however, we reserve the right to reject or revoke any application at our sole discretion without providing reasons.
- 2.3. No prior purchase of any Certifier subscription is required to join the Program.
- 2.4. Current and former employees, officers, and contractors of the Service Provider and its affiliated entities are not eligible to participate in the Program without our prior written consent.
- 2.5. You may be both a Certifier user and an Affiliate; however, self-referrals are strictly prohibited (see section 6).

3. REFERRAL TRACKING AND ATTRIBUTION

- 3.1. Upon enrolment, you will receive a unique Referral Link tied to your Affiliate Dashboard account.
- 3.2. When a visitor clicks your Referral Link, a tracking cookie is stored in their browser for **60 (sixty) days**. If the visitor signs up for a paid Certifier plan within that 60-day window, the conversion is attributed to you.
- 3.3. Attribution operates on a **last-click model**: the most recent Referral Link clicked before sign-up receives credit.
- 3.4. **Customer Overlap Rule.** You will not receive credit if the referred individual had already created a Certifier account, held an active paid subscription, or been in direct contact with our sales team before using your Referral Link, as reasonably determined by us.
- 3.5. We determine whether a conversion is valid and have the sole right to resolve any discrepancies in tracking or attribution data.

4. COMMISSIONS AND PAYMENTS

4.1. Commission Rate

- 4.1.1. You earn a Commission equal to **30% (thirty percent)** of the subscription fees actually paid by each Customer for the first **12 (twelve) months** of their subscription, whether the Customer chooses a monthly or annual plan. No Commission is payable on fees incurred after the initial 12-month period.
- 4.1.2. There is no cap on the number of Referrals or total Commissions you may earn.
- 4.1.3. Each Customer you refer receives a **10% discount** on any Certifier plan (monthly or annual) for their first 12 months.

4.2. Commission Adjustments

- 4.2.1. If a Customer upgrades their plan during the 12-month period, your Commission increases to reflect the higher plan price for the remainder of that period.
- 4.2.2. If a Customer downgrades their plan, your Commission adjusts to reflect the lower plan price.
- 4.2.3. If a Customer cancels their subscription, your Commission for that Customer ceases from the next billing cycle onward. Commissions already earned for completed billing periods are not clawed back.
- 4.2.4. If a refund is issued to a Customer, the corresponding Commission will be deducted from your next payout.

4.3. Payout Terms

- 4.3.1. Commissions are processed on a monthly basis. Payment is issued by the **5th of the second month** following the month in which the Customer's first payment was received.
- 4.3.2. The minimum payout threshold is **USD 50**. Once your accrued Commissions reach this amount, the next scheduled payout is processed automatically.
- 4.3.3. You may configure your preferred payment method in the Affiliate Dashboard: (i) PayPal (available worldwide), or (ii) direct bank transfer (in supported regions).
- 4.3.4. All Commission payments are made in US Dollars (USD). You are solely responsible for any currency-conversion costs, applicable taxes, duties, and filing obligations arising from Commissions received under these Affiliate Terms.
- 4.3.5. We reserve the right to withhold or recover Commissions paid on fraudulent, invalid, or subsequently refunded transactions. Before withholding or recovering any Commission, we will conduct a good-faith investigation and, where practicable, notify you of the grounds for the action.

5. INTELLECTUAL PROPERTY

- 5.1. Subject to these Affiliate Terms, we grant you a limited, non-exclusive, non-transferable, revocable, royalty-free licence to use the Certifier Marks solely for the purpose of promoting Certifier under the Program.
- 5.2. You are not allowed to modify, adapt, or create derivative works of the Certifier Marks, or incorporate them into any other trademark, domain name, or branding. Please remember that you are required to comply with any brand guidelines we provide.
- 5.3. Any materials and content, including without limitation graphic elements, the layout of such elements, trademarks and other marks made available under the Program, are the object of our exclusive rights, in particular, they are protected under copyrights and industrial property rights. Any use of such materials in a form other than that stated in these Affiliate Terms is each time subject to our consent.
- 5.4. All goodwill arising from your use of the Certifier Marks inures solely to us.
- 5.5. The licence granted in this section 5 terminates automatically and immediately upon termination or expiry of your participation in the Program. Upon termination, you are required to promptly remove all Certifier Marks from your Affiliate Site and any other materials.

6. PROHIBITED ACTIVITIES AND PROMOTIONAL GUIDELINES

It is prohibited, within the frames of the Program or through the Program, directly or indirectly, to:

- **produce or distribute deceptive materials** – you are not allowed to produce or distribute materials that are deceptively similar to our own materials or that suggest they originate from us;
- **engage in spam** – spam activity of any kind is prohibited, including sending e-mails to lists for which you do not have the necessary permission; your account will be terminated upon the first occurrence;
- **use telemarketing** – telemarketing, including automatic calling devices, is not allowed to promote Certifier;
- **offer cashback or monetary incentives** – you are not allowed to promote Certifier with cashback offers or any monetary incentive to prospects in return for signing up;
- **engage in brand bidding** – you are not allowed to use Certifier brand names, trademarks, or misspellings thereof as keywords in paid search campaigns (PPC) or in your domain name;

- **make self-referrals** – you are not eligible for Commissions on self-referrals, referrals of your employer, or any account directly linked to you; self-referrals are detected automatically and will not be credited;
- **impersonate our employees** – you are not allowed to impersonate a Certifier employee or suggest you are endorsed or employed by us;
- **make misleading representations** – you are not allowed to make false, misleading, or disparaging statements regarding us or Certifier;
- **offer unauthorised discounts** – you are not allowed to offer discounts, coupons, free trials, or other promotional offers for Certifier that have not been expressly approved by us in writing;
- **engage in fraudulent activity** – you are not allowed to use artificial intelligence, bots, automated software, or other tools to manipulate transactions, fabricate Referrals, or circumvent Programme restrictions;
- **create look-alike sites** – you are not allowed to design any Affiliate Site in a way that resembles or copies the look and feel of the Certifier website or our other properties.
- Any behaviour that meets either of the foregoing prerequisites will be treated as a gross breach of these Affiliate Terms, in connection with which we will be entitled to terminate your participation with immediate effect.

Disclosure obligation. Where required by applicable law (including FTC Endorsement Guidelines in the United States and equivalent EU requirements), you are required to clearly and conspicuously disclose your affiliate relationship with us and that you earn a Commission for qualifying purchases made through your Referral Link.

7. AFFILIATE OBLIGATIONS

- 7.1. You are solely responsible for the development, operation, maintenance, and content of your Affiliate Site and all promotional activities you conduct in connection with the Program.
- 7.2. You are required to comply with all applicable laws and regulations, including anti-spam laws (e.g., CAN-SPAM, GDPR e-Privacy rules), consumer-protection laws, advertising-disclosure requirements, anti-bribery and anti-corruption laws, and export-control and sanctions regulations.
- 7.3. Please remember that you are responsible for ensuring that your Affiliate Site and promotional activities do not infringe or violate any third-party intellectual property rights, rights of privacy or publicity, or any other rights.
- 7.4. You are an independent contractor. Nothing in these Affiliate Terms creates a partnership, joint venture, agency, franchise, or employment relationship between you and us. You have no authority to make or accept offers or representations on our behalf.

8. CONFIDENTIALITY

You agree to hold all Confidential Information in strict confidence, not disclose it to any third party, and not use it for any purpose other than your participation in the Program. The Service Provider will likewise treat any non-public information you provide in connection with the Program as confidential and will not disclose it to third parties except as required to operate the Program or as required by law. This obligation survives the termination of your participation.

9. DATA PROTECTION

- 9.1. We process personal data in connection with the Program in accordance with our Privacy Policy available at <https://certifier.io/privacy> and in compliance with Regulation (EU) 2016/679 (GDPR).

- 9.2. You and we each act as independent data controllers with respect to the personal data each of us processes in connection with the Programme. Neither party shall be deemed a joint controller of the other's data.
- 9.3. For the avoidance of doubt, where you are also a User of Certifier under our general Terms of Service, the data processing arrangement prescribed in section 14 of those Terms of Service (controller-processor relationship) applies to your use of Certifier. This section 9 applies solely to personal data processed in connection with the Program.
- 9.4. You are required to comply with all obligations applicable to you under GDPR and any other applicable data-protection laws with respect to the personal data you collect, process, or share in connection with the Program, including maintaining a lawful basis for processing, providing required notices to data subjects, and responding to data-subject requests.
- 9.5. You agree that you will not process any personal data constituting special categories of personal data within the meaning of Article 9(1) of the GDPR in connection with the Program without our prior written consent.

10. LIABILITY

- 10.1. Since we provide only access to the Program and services provided by electronic means, we are not liable for damage resulting from: (i) your violation of the provisions of these Affiliate Terms; (ii) your disclosure of login credentials or Affiliate Dashboard access to third persons; (iii) an event of Force Majeure, activity of malware, or DDoS attacks; (iv) reasons attributable to third parties or other causes beyond our control.
- 10.2. Furthermore, we will be liable to you only for damage caused by **intentional fault** and will not bear any liability for your lost profits.
- 10.3. Where possible, our total aggregate liability arising out of or in connection with these Affiliate Terms will in any event be limited to the total Commissions actually paid to you in the **3 (three) months** preceding the date on which the first claim arose, or **USD 1,000**, whichever is lower.
- 10.4. We give no commercial guarantees in connection with the Program.
- 10.5. **Force Majeure.** Neither party is liable for any delay or failure to perform obligations under these Affiliate Terms resulting from an event that was not foreseeable by exercising care required within professional occupational relations, that remains beyond the control of both you and us, and that could not be prevented by either party by exercising all due care, in particular such events as natural disasters, extraordinary weather conditions, pandemics, hacking attacks, state of emergency, actions of public authorities, internet or telecommunications failures, or the shutdown of the services of an external provider.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Service Provider and its directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) your breach of these Affiliate Terms; (b) your violation of any applicable law or regulation; (c) the operation or content of your Affiliate Site; or (d) your infringement of any third-party intellectual property or other rights.

12. TERM AND TERMINATION

- 12.1. These Affiliate Terms become effective upon your approved enrolment in the Program and remain in effect until terminated.
- 12.2. Either party may terminate participation in the Program at any time, with or without cause, by providing written notice (e-mail is sufficient) to the other party.
- 12.3. We may terminate or suspend your participation if you breach any provision of these Affiliate Terms, engage in fraudulent activity, or act in a manner that we reasonably consider harmful to our reputation or interests. Unless the breach constitutes a gross violation (see section 6), we will first request you to cease the violation, setting a deadline of at least 7 days. In cases of gross breach, termination may be immediate without a cure period.
- 12.4. Upon termination: (i) you are required to immediately cease all promotional activities and remove all Certifier Marks and Referral Links from your Affiliate Site; (ii) any accrued and unpaid Commissions that have met the minimum payout threshold will be paid in the next scheduled payout cycle, provided they relate to valid Referrals made before termination; (iii) Commissions on Referrals not yet meeting the minimum threshold will remain accrued for 90 days following termination, during which you may reach the threshold; if not reached within that period, such Commissions will be forfeited; (iv) Commissions associated with a confirmed breach will be forfeited.
- 12.5. Sections 5 (Intellectual Property), 8 (Confidentiality), 9 (Data Protection), 10 (Liability), 11 (Indemnification), and 14 (Governing Law and Disputes) survive termination.

13. AMENDMENT

- 13.1. We may amend these Affiliate Terms, in particular due to material reasons, whether legal (e.g. amendment of the generally applicable law or change of our organisational form) or technical (modernisation of the Program or changes to the Affiliate Dashboard). We will notify you of the amendments and their scope via e-mail at least **15 (fifteen) days** before the amended terms come into effect ("Notification Term").
- 13.2. You are entitled to file (at least in the document form, otherwise being null and void) an objection against an amendment within the Notification Term. If you fail to raise an objection within the Notification Term, you will be deemed to have accepted these Affiliate Terms in their amended wording.
- 13.3. If you object during the Notification Term, these Affiliate Terms will apply to you in their unamended wording until the end of the current term. Nevertheless, in such a case, your participation will not be automatically extended.
- 13.4. Changes to the Commission rate will not retroactively affect Commissions already earned on existing Referrals at the time of the change.
- 13.5. We may introduce amendments with immediate effect, without observing the Notification Term, where: (i) we are subject to a legal or regulatory obligation under which we are obliged to amend these Affiliate Terms in a manner preventing us from meeting the Notification Term; or (ii) we are required, by way of exception, to amend these Affiliate Terms so as to counteract an unpredicted and direct threat connected with the protection of the Program or the Users against frauds, malware, spam, data breaches, or other cybersecurity threats.

14. GOVERNING LAW AND DISPUTES

- 14.1. The governing law for the liabilities resulting from these Affiliate Terms is **Polish law**. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 14.2. The Parties will make every effort so that any dispute resulting from or related to these Affiliate Terms be settled in an amicable manner. If the Parties are not able to settle a dispute amicably within **one month**, then such dispute will be referred for final settlement to the common court with jurisdiction over our registered office.

15. FINAL PROVISIONS

- 15.1. These Affiliate Terms, together with our general Terms of Service and Privacy Policy, constitute the entire agreement between you and us with respect to the Program and supersede all prior or contemporaneous understandings regarding the Program.
- 15.2. If any provision of these Affiliate Terms or its part proves invalid, then the remaining provisions will remain effective, while the Parties undertake, upon request of either Party, to replace such invalid provisions or their parts with provisions whose legal effect and economic implication to the highest extent correspond to those of the replaced provisions or their parts.
- 15.3. You may not assign or transfer your rights or obligations under these Affiliate Terms without our prior written consent. We may freely assign these Affiliate Terms.
- 15.4. The failure of either party to enforce any provision of these Affiliate Terms shall not constitute a waiver of such provision or the right to enforce it at a later time.
- 15.5. All notices under these Affiliate Terms shall be in writing and delivered via e-mail. Notices to us shall be sent to support@certifier.io. Notices to you shall be sent to the e-mail address associated with your Affiliate Dashboard account.
- 15.6. These Affiliate Terms are drafted in English. In the event of any translation, the English version shall prevail.