

These Croct Marketing Program Participant Terms apply to your participation in any Croct Marketing Program (each a "Program," and collectively, "Programs"). Any person or entity ("you") that participates or attempts to participate in a Program must accept these Croct Marketing Program Participant Terms ("Participant Terms"). By registering for a Program, you agree to comply with the Participant Terms between you and Croct LLC ("Croct," "we," "us," "our"). This Agreement incorporates, and you agree to comply with, the most up-to-date version of all policies, appendices, specifications, guidelines, schedules, and other rules referenced in these Participant Terms and any other policies that apply to tools and features made available to you under the Program ("Program Policy(ies)" or "Program Guide(s)"). For clarity, these Participant Terms apply to multiple Programs, including any subprograms. Each Program may have its own Program Policies. In the event of any conflict between these Participant Terms and any Program Policy, these Program Terms will control unless expressly indicated otherwise in the Program Policy. If you sign up for a Program on behalf of an entity or organization, you are binding that organization to these Program Terms, and you represent that you have the authority to do so.

1 Eligibility

Acceptance into a Program is at the sole discretion of Croct, and Croct may reject or deny your application for any reason. Any information collected in Croct's registration or application process will be maintained according to our [Privacy Policy](#). Once you have been accepted into a Program you shall be a "Participant" and may be eligible to earn compensation by creating, sharing, or distributing content about Croct. Croct may terminate your participation in a Program at any time and for any reason. Your acceptance into one Program does not confer acceptance into any other Program.

1.1 Program Compliance Requirements

To participate in a Program and receive Fees, you must comply with these Participant Terms. We may but are not obligated to monitor your website or marketing channels at any time to determine whether you are complying with these Participant Terms and our Program Policies.

1.2 Violations

If you violate these Participant Terms, our Program Policies, or any other applicable terms and conditions, then, in addition to any other rights or remedies available to us, we reserve the right to permanently (to the extent permitted by applicable law) cease payment of all Fees otherwise payable to you under these Participant Terms, whether or not directly related to such violation, without notice and without prejudice to any right to recover damages in excess of this amount.

2 Fees and Payments

If any Fee payments are contemplated by the Program that you participant in, the following shall apply to such Fee payments.

2.1 Affiliate Links

As a Participant, you may be able to access a link to the Croct website that will be associated with you as a Participant ("Affiliate Link"). When our customer clicks through the Affiliate Link to purchase a subscription to our software-as-a-service product ("Service"), you can receive commission income for qualifying purchases ("Referral Fee"), as further described in (and subject to the limitations in) the applicable Program Guide. You shall not use the Affiliate Link on any properties or with any content that is not your own. If Croct requests that you remove an Affiliate Link from your properties, you must comply with such request within twenty-four (24) hours. Failure to comply with such request may result in suspension or termination of your participation in the Program and/or forfeiture of payments, as determined by Croct in its sole discretion.

2.2 Affiliate Link Fee Payment Eligibility

You will only be eligible for a Fee payment for customer transactions that are completed through (i) the Affiliate Link that we make available to you; and (ii) Croct's self-service purchase process. If a prospective customer does not complete the purchase or register to use the Services following their click on the Affiliate Link, you will not be eligible for a Referral Fee payment, even if the prospective customer later purchases a subscription directly by visiting Croct's website or through another link.

Customers that enter the purchase process through your Affiliate Link, but complete their purchase through a Croct account executive or other sales assisted process shall not result in a Fee payment. Unless expressly stated otherwise in a Program Policy, you are eligible to receive a Fee payment only for a customer's initial purchase and are not eligible to earn Fees on any follow-on purchases. A Fee is not considered payable if the first click on the Affiliate Link is after your participation in the Program has expired or terminated.

2.3 Fee Payment

Eligible Participants shall be paid according to the applicable Program Policy or as specified in the applicable statement of work. All Fees earned shall be one-time payments unless expressly stated otherwise in the applicable Program Policy. In order to receive payment under the Program, you must have: (i) agreed to the Participant Terms; (ii) completed all steps necessary to create your account in accordance with our directions, (iii) a valid and up-to-date payment method in such account; and (iv) completed any and all required tax documentation that may be required in order for us or our third-party payment processor to process any payments that may be owed to you.

2.4 Taxes

You will be responsible for paying all taxes imposed by any governmental authority on payment of the Fees ("Taxes"), if any. If we are required to withhold any withholding or similar taxes, we will do so and will make these payments. Any withholding taxes paid by us to the tax authority will be deducted from the amount due to you, such that the amount paid to you will be net of the withholding taxes. Upon your request, we will provide you with a copy of the tax receipt or tax certificate for the withholding tax paid.

3 Content and Participation Details

3.1 Authorization and Restrictions

We authorize you to market and promote Croct and our Service to potential customers in accordance with these Participant Terms. You agree you will market the Service fairly and accurately, and will not make any representations or warranties concerning us or our Service, or use any marketing content or materials that: (i) inaccurately purport to be made by Croct; (ii) violate any laws or regulations; (iii) are false, misleading, or inaccurate; (iv) are offensive, obscene, or inappropriate; (v) portray Croct or the Service in a disparaging manner; or (vi) violates the intellectual property rights of a third party. Further, you shall not: (a) hold yourself out as a team member or representative of Croct; (b) interfere with the operation of the Program; (c) remove, obscure, or alter Croct's or any third party's copyright notice, proprietary rights notices, or other notices affixed to or contained within the Croct Content; (d) edit, modify, obscure, minimize or change the information contained in Croct Content, including, without limitation, any product information, image, widget or default templates provided by Croct; (e) use any Affiliate Link on any coupon deal websites and/or coupon aggregator websites; (f) take orders for the Service or otherwise act as a reseller of the Services; (g) use any name, term, or mark that is confusingly similar to the Croct Marks unless approved by Croct in writing; (h) use your Croct Affiliate Link or Croct Content in any manner that could be considered spammy; (i) engage in direct marketing of Croct or our Services except where you (1) have an appropriate legal basis, as applicable, to contact such individuals; and (2) such marketing is directed to your existing clients or subscribers to your newsletter.

3.2 Croct Customers

Our customers are not, by virtue of your participation in a Program, your customers. As between you and us, all pricing, terms of sale, rules, policies, and operating procedures concerning customer orders, customer service, and product sales set forth on our website will apply to those customers and may be changed at any time. You will not handle or address any contacts with any of our customers, and, if contacted by any of our customers for a matter relating to interaction with Croct or our Services, you will direct customers to contact customers@croct.com, or state that

those customers must follow contact directions on our website to address customer service issues.

3.3 Croct Content

In order to facilitate your advertisement and marketing of the Services, we may make available to you data, images, text, link formats, widgets, links, Croct Marks, marketing content, and other linking tools, application program interfaces, and other information in connection with the Program and our Services ("Croct Content"). You may use such Croct Content in connection with marketing the Service. If we update the Croct Content, you will use commercially reasonable efforts to use the updated content and cease using the prior version.

3.4 Compliance

You agree to comply with all applicable laws, rules and regulations, industry best practices and standards, and regulatory guidelines relating to sponsored posts and advertising copy, including but not limited to the United States Federal Trade Commission's then-current rules and regulations applicable to online advertising generally, advertising disclosures and social media advertising, sponsorships and endorsements. You will not misrepresent or embellish our relationship with you (including by expressing or implying that we support, sponsor, or endorse you), or express or imply any affiliation between us and you or any other person or entity except as expressly permitted by these Participant Terms. You will comply with all applicable privacy laws and the terms of service of any platform or channel you use to distribute content.

3.5 Statement

When you post and/or distribute content about Croct or our Services, you must clearly, proximately, and prominently include a statement that complies with all then-current rules and regulations applicable to advertising disclosures and social media advertising, sponsorships, and endorsements, including the then-current United States Federal Trade Commission guidelines. A helpful guide can be found [here](#).

3.6 Publicity

We may use your name, likeness, and public marketing content regarding our Service solely to reference you as a Participant in the Program through Croct-owned or operated channels, including digital channels, social media, and websites. You may revoke this grant at any time by sending an email to privacy@croct.com with your notice of revocation, and we will use commercially reasonable efforts to cease new uses of such references within 5 business days and to update our website and social media and marketing channels to remove any past references.

3.7 Co-promotional Activities

Certain Programs may involve co-promotional activities. To the extent Croct commits to promote or otherwise reference you or your organization, services, or products, Croct will use commercially reasonable efforts to conduct such promotional activities. To the extent such promotional activities are contingent upon your performance, including the provision of materials, deliverables, or meeting certain milestones, Croct will have no obligation to conduct such promotional activities until and unless such conditions are met. Croct makes no representations or warranties regarding such promotional activities, including, but not limited to, any representation or warranty of any expected revenue, publicity, or goodwill.

4 License and Ownership

4.1 License to Croct Content and Marks

Subject to these Participant Terms, we grant you a limited, nonexclusive, revocable, non-transferable, non-sublicensable royalty-free license to (a) use, reproduce, distribute, perform, display, and prepare derivative works of the Croct Content; and (b) use and display our name, logo, trademarks, and other brand identifiers ("Croct Marks") for the sole purpose of promoting our Service and Croct and in accordance with any branding guidelines we provide and any applicable Program Policies. All use of Croct Marks (and the goodwill associated therewith) is to our benefit.

4.2 Ownership

You own and retain all intellectual property rights in your content, except (i) to the extent such content incorporates any Croct Intellectual Property; and (ii) for the licenses granted herein. Except as expressly stated, these Participant Terms do not grant any rights, implied or otherwise, to any intellectual property. We own and retain all intellectual property rights in our Service, Croct Content, and Croct Marks, including any modifications and derivative works thereto ("Croct Intellectual Property"), and to the extent you create any such modifications or derivative works, you hereby assign all intellectual property rights to such modifications and derivative works to Croct.

4.3 License to Your Content

You grant us a limited irrevocable (except as provided in Section 3.6), perpetual, worldwide, nonexclusive, transferable, and royalty-free license to copy, use, reproduce, modify, publish, post, translate, create derivative works from, distribute, transmit, and display the content you create in connection with your participation in any Program through any medium or channel, including Croct-branded digital channels, social media, or websites (including re-posting or re-sharing the original content), solely to promote Croct and Croct's products and services.

5 Confidentiality

You will hold all information, materials, or knowledge regarding us and our business, financial condition, products, programming techniques, customers, suppliers, technology, or research and development that would reasonably be understood to be confidential ("Confidential Information") in strict confidence and treat that information with the same degree of care as you use in dealing with your own confidential information, but no less than a reasonable degree of care. You will only use Confidential Information in relation to the Program. If you are an organization, you may share Confidential Information with your employees or professional advisors who need to know it and if they have agreed to terms at least as protective of the Confidential Information as those in these Participant Terms. Other than as allowed in the preceding sentence, you will not disclose or make Confidential Information available to any third party, except as specifically authorized by us in writing.

6 Term

The term of these Participant Terms will begin upon your registration for the Program. Either you or we may terminate your participation in a Program and these Participant Terms at any time, with or without cause, by giving the other party written notice of termination. Upon termination, your rights to use any Affiliate Link, Croct Content, and the Croct Marks shall cease. We may hold accrued unpaid Fee income for a reasonable period of time following termination to ensure that the correct amount is paid (for example, to account for any cancellations or downgraded subscriptions).

7 Independent Contractor

You are an independent contractor and not an agent or team member of Croct. You agree that you will not be entitled to any compensation, options, stock, or other rights or benefits accorded to our employees.

8 Warranties

You represent, warrant, and covenant that (a) you will participate in the Program and create, maintain, and operate your website and marketing channels in accordance with these Participant Terms; (b) you are lawfully able to enter into this contract (e.g. you are not a minor); (c) you are not the subject of US sanctions regulations or on any US sanctioned parties lists; (d) the information you provide in connection with the Program is accurate and complete; (e) your participation in the Program will not constitute a conflict of interest or breach of any agreement, rule, guideline or policy applicable to your relationship with any previous or contemporaneous employer, academic institution, or any other party; (f) you have the full right and authority to enter into the Participant Terms and grant the rights herein; (g) your content is free and clear of liens or other third party claims; (h) any use of your content as authorized herein will not give rise to any claims, damages, liabilities, costs and expenses (including but not limited to claims of infringement, invasion of privacy or publicity, claims for payment of any monies such as re-use fees or residuals); and (i) the consent of no other person or entity is required in connection with these Participant Terms, your participation in the Program, or use of any of your content.

WE DO NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT REGARDING THE AMOUNT OF TRAFFIC OR FEES YOU CAN EXPECT AT ANY TIME IN CONNECTION WITH ANY PROGRAM, AND WE WILL NOT BE LIABLE FOR ANY ACTIONS YOU UNDERTAKE BASED ON YOUR EXPECTATIONS. ANY INFORMATION OR MATERIALS PROVIDED BY US (INCLUDING ANY AFFILIATE LINK(S)) ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY. YOU ACKNOWLEDGE AND AGREE THAT AFFILIATE LINKS MAY OPERATE ON A "LAST-CLICK" MODEL AND Croct IS NOT RESPONSIBLE FOR ANY PAYMENT OF FEES IN THE EVENT A CUSTOMER TRANSACTION IS NOT COMPLETED USING YOUR AFFILIATE LINK. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9 Indemnification

You will defend, indemnify, and hold harmless Croct, its officers, directors, employees, agents, and affiliates ("Indemnified Parties") from and against any and all damages, liabilities, and expenses (including settlement costs and reasonable attorneys' fees) incurred by Croct arising from any third-party claims related to (a) your breach of these Participant Terms or applicable law or regulation; (b) your website, your content, or materials used by you in connection with any Program; and (c) your negligence or willful misconduct. We will have the right to approve any counsel retained to defend against any claim in which Croct is named a defendant, and we will not unreasonably withhold this approval. We will have the right to control and participate in the defense of any such claim concerning matters that relate to us at our expense, and you will not settle any claim without our reasonable consent. If, in our reasonable judgment, a conflict exists between the interests of us and you in such a claim, we may retain our own counsel whose reasonable fees will be paid by you.

10 Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, (A) WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES HOWEVER ARISING WHETHER OR NOT WE WERE AWARE OF THE

POSSIBILITY OF THOSE DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THESE PARTICIPANT TERMS; AND (B) OUR LIABILITY ARISING OUT OF THESE PARTICIPANT TERMS WILL NOT EXCEED THE GREATER OF (i) THE AMOUNT ACTUALLY PAID OR PAYABLE TO YOU UNDER THESE PARTICIPANT TERMS FOR THE APPLICABLE PROGRAM IN THE TWELVE MONTHS PRIOR TO WHEN THE APPLICABLE CLAIM AROSE; or (ii) \$500 USD.

11 General

11.1 Governing Law

These Participant Terms and related disputes will be governed by the laws of the State of California without regard to its conflicts of laws principles.

11.2 Arbitration

Both parties agree to resolve any claims relating to these Participant Terms only through final and binding arbitration, except as set forth below. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules. The arbitration will be held in San Francisco (CA), or any other location both parties agree to in writing. If a party breaches its obligations under these Participant Terms, the non-breaching party may bring a lawsuit in the federal or state courts of San Francisco County, California solely for injunctive relief to stop the breach without first engaging in the informal dispute notice process described above. The state or federal courts sitting in San Francisco County, California shall have exclusive jurisdiction and venue over any dispute arising out of your participation in the Program, subject to the mandatory arbitration provisions herein, and you hereby consent to the jurisdiction of those courts.

11.3 NO CLASS ACTIONS

You may only resolve disputes related to or arising from this Agreement on an individual basis and will not bring a claim in a class, consolidated, or representative action. This waiver is an independent covenant. You may opt-out of this Section by

providing written notice of your decision within 30 days of the date that you first signed up for the Program to hello@croct.com.

11.4 Notices

Notices may be sent to you at the email address you used to sign up for the Program. Notices to us must be sent to 251 Little Falls Drive, Wilmington, New Castle, Delaware 19808, attn: Legal. Notices are deemed given when received.

11.5 Modifications

We may modify the Participant Terms from time to time, in which case the new Participant Terms will supersede prior versions. Your continued participation in the Program following the effective date of any such modification may be relied upon by Croct as your consent to any such modifications.

11.6 No Assignment

You may not assign these Participant Terms, by operation of law or otherwise, without our express prior written approval. Subject to that restriction, these Participant Terms will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

11.6 General

The Participant Terms supersede any prior agreements or understandings between the parties regarding the subject matter hereunder. The Participant Terms, including all Program Policies, constitute the entire agreement between the parties related to this subject matter. Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Participant Terms will remain in full effect. A waiver of any default is not a waiver of any subsequent default. There are no third-party beneficiaries to these Participant Terms.

11.7 Survival

All Sections in these Participant Terms which are either expressed to survive or which are by implication intended to survive termination or expiration of these Participant Terms shall continue to survive notwithstanding termination or expiration of the Participant Terms.