Terms of Service

Last updated: December 22, 2020

THESE TERMS OF SERVICE GOVERN THE ACCESS AND USE OF THE PARTNERSTACK ONLINE PLATFORM USED TO MANAGE AND PARTICIPATE IN A DISTRIBUTION CHANNEL PROGRAM AND ANY OTHER PRODUCTS OR SERVICES PROVIDED BY PARTNERSTACK (COLLECTIVELY, THE "PLATFORM"). BY ACCESSING OR USING THE PLATFORM, YOU, EITHER AS AN INDIVIDUAL, OR IF YOU REPRESENT AN ENTITY, THEN THAT ENTITY ("YOU") ACCEPT AND AGREE AS FOLLOWS: (A) YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND YOURSELF OR THE ENTITY YOU REPRESENT TO THESE TERMS OF SERVICE AND THAT YOU OR THE ENTITY THAT YOU REPRESENT INTEND TO BE LEGALLY BOUND BY THESE TERMS AND (B) YOU OR THE ENTITY YOU REPRESENT UNDERSTAND AND AGREE TO COMPLY WITH THESE TERMS OF SERVICE, AS UPDATED FROM TIME TO TIME BY PARTNERSTACK, IN ITS SOLE DISCRETION. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, THEN YOU MUST NOT USE THE PLATFORM.

YOU ARE A "VENDOR" IF YOU USE THE PLATFORM TO CREATE AND MANAGE A DISTRIBUTION CHANNEL PROGRAM. YOU ARE A "PARTNER" IF YOU USE THE PLATFORM TO PARTICIPATE IN A DISTRIBUTION CHANNEL PROGRAM, WHETHER FOR ONE OR MULTIPLE VENDORS. VENDORS AND PARTNERS ARE REFERRED TO COLLECTIVELY AS "USERS".

1. Changes to these Terms of Service and Platform

PartnerStack reserves the right to update these Terms of Service at any time, in its sole discretion. Any updates will be posted on the PartnerStack website. Your continued use of the Platform will indicate Your acceptance of such updates. It is Your responsibility to review these Terms of Service regularly for any changes.

PartnerStack reserves the right to update and change any information, material or content of the Platform (including, without limitation, any details, features, functionality, content and appearance of the Platform) at any time, and from time to time, without notice.

2. Account Registration

You are required to register for an account in order to use the Platform (a "User Account"). Once registered, You and each person that You designate as part of Your User Account will be issued with a username and password login credentials (each, a "User ID"). It is the responsibility of each User to keep his or her User ID confidential and secure. Do not disclose or share Your User ID. You are responsible for all acts, omissions and content carried out under Your User ID.

3. Your Use of the Platform

You agree that the purpose of the Platform is as follows (collectively, the "Permitted Use"): (A) for Vendors to build, manage and grow their channel program, make information about the Vendor and it's channel program available to Partners and potential partners on the Platform, (B) for Partners to search, view, learn and participate in one or more channel programs, and (C) to facilitate communications between Vendors and Partners in regards to a Vendor's channel program. You agree that all information supplied by You will be true, current, accurate and complete and that all communications and actions through the Platform are made with a view of furthering the purpose of the Platform.

By accessing the Platform, You agree to use the Platform in compliance with these Terms of Service, including, without limitation, complying with the Permitted Use and complying with the restrictions on use identified below in Section 4, Prohibited Use.

By accessing the Platform, You grant to PartnerStack a perpetual, irrevocable, royalty-free, fully paid-up, and worldwide license to access, collect, store, disclose and use any data, information, records and files

that: (i) You load, transmit or enter into the Platform, and (ii) we collect from Vendors and other third-parties about You, in either case, solely for the purposes of providing and developing the Platform.

4. No Prohibited Use

You will not use the Platform for purposes other than the Permitted Use. Without limiting the generality of the foregoing, You will not engage in any of the following (collectively, the "Prohibited Use"): (a) "frame", "mirror" or otherwise incorporate the Platform or any part thereof on any commercial or non--commercial website; (b) access, monitor or copy any part of the Platform using any robot, spider, scraper or other automated means or any manual process; (c) violate the restrictions in any robot exclusion headers on the Platform or bypass or circumvent other measures employed to prevent or limit access to the Platform; (d) take any action that imposes, or may impose, an unreasonable or disproportionately large load on the Platform; (e) deep-link to any portion of the Platform for any purpose; (f) remove any watermarks, labels or other legal or proprietary notices within the Platform; (g) modify or attempt to modify the Platform, including any modification for the purpose of disguising or changing any indications of the ownership or source of the Platform; (h) use the Platform as part of any service for sharing, lending or multi-person use; (i) attempt to, assist, authorize or encourage others to circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption, that protect the Platform; (j) copy, reproduce, modify, distribute, transfer, sell, publish, broadcast, perform, transmit, publish, license or circulate in any form any part of the Platform; (k) create adaptations, translations, or derivative works based on the Platform, in whole or in part, or decompile, disassemble, reverse engineer or other exploit any part of the Platform; (l) use of access the Platform in a manner that violates the rights (including, but not limited to intellectual property rights) of any third party; or (m) upload to or transmit through the Platform any information, images, text, data, media or other content that is offensive, hateful, obscene, defamatory or violates any laws. You

shall promptly report any known or suspected activity which is or may be a Prohibited Use.

5. Suspension and Termination

PartnerStack reserves the right to temporarily or permanently suspend Your access to the Platform, at any time, in its sole discretion and without notice, for violation or suspected violation of these Terms of Service.

In addition, PartnerStack may terminate Your User Account with 30 days prior written notice at the current email address on file with PartnerStack or through the Platform. You may terminate Your User Account with 30 days prior written notice by email to PartnerStack or through the Platform. Upon termination of Your User Account, You will not be able to access or use the Platform and PartnerStack may delete all information within Your User Account.

6. Ownership of Platform

PartnerStack expressly reserves all rights in the Platform. You acknowledge that all right, title and interest in the Platform, all information, material, or content provided by PartnerStack related to the Platform or contained within the Platform, and any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with PartnerStack and its licensors.

7. Privacy Policy; Privacy Warranty

The PartnerStack Privacy Policy contains important information about PartnerStack's practices in collecting, storing, using and disclosing personal information. The PartnerStack Privacy Policy is available at https://partnerstack.com/policies and it is incorporated by reference into these Terms of Service.

You represent and warrant that: (i) You will at all times comply with all applicable laws (including, without limitation, all applicable privacy laws); and (ii) none of the information, material, or content that You enter into the Platform will contain information about an identifiable individual or information that is otherwise subject to applicable privacy laws, including, without limitation, the Personal Information Protection and Electronic Documents Act (Canada) or equivalent provincial, state, or regional legislation or regulation ("Personal Information"), except for Personal Information in respect of which You have obtained all applicable third party consents, authorizations and permissions, and have made all applicable third party disclosures, in each case if and as required by applicable laws regarding the collection, storage, use, disclosure and transmission of such Personal Information.

8. Third Party Websites

The Platform may provide links to third party websites. PartnerStack does not endorse the information contained on those websites or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability or fitness for any purpose. The content in any linked website is not under PartnerStack's control, and if You choose to access any such website, You do so entirely at Your own risk.

9. Third Party Software and Services

The Platform may provide links and access to third party software and services. The use of any such third party software and services are governed by the terms of the third party provider and are binding on User. PartnerStack does not provide any warranties, and has no liability or obligations to the User, with respect to third party software and services. For a copy of the applicable terms of service between such third party and User, please submit your request to legal@partnerstack.com.

10. Viruses and Malicious Software

PartnerStack maintains industry standard security controls (e.g. anti-virus, firewalls, etc) to protect the Platform from causing harm, however, PartnerStack cannot and does not guarantee or warrant that the Platform is compatible with any computer system or that the Platform, or any links from the Platform, will be free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of Your computer system.

11. Communications Not Confidential

PartnerStack does not guarantee the confidentiality of any communications made by or to You through the Platform. Although PartnerStack adheres to the accepted industry practices in securing the transmission of data to, from and through the Platform, You agree and acknowledge that PartnerStack cannot and does not guarantee the security of data transmitted over the Internet or public networks in connection with Your use of the Platform.

12. Vendor Channel Program

Vendors will provide information about their channel program on the Platform, which generally includes a description of the channel program, payment terms, the commission schedule, and other terms and conditions. Partners who wish to participate in a channel program will communicate directly with a Vendor through the Platform and will be asked to enter into an agreement documenting the terms and the conditions of that Vendor's channel program (the "Channel Program Agreement"). You agree and acknowledge that: (i) PartnerStack is not a party to the Channel Program Agreement; (ii) PartnerStack is simply facilitating the channel program communications between Vendor and

Partner; (iii) PartnerStack is in no way responsible for the actions or omissions of any Vendor and any Partner; (iv) the terms and conditions of each channel program and Channel Program Agreement are determined by the relevant Vendor; and (v) PartnerStack makes no representations or warranties of any kind with respect to any Vendor, any channel program, any Channel Program Agreement and any Partner.

13. Payment Processing; Transaction Costs; Administrative Fees

Payment processing services for the Platform are provided by third party payment processors (currently, Payments Canada Ltd., PayPal Holdings, Inc. and Stripe, Inc.) (collectively, the "Payment Providers"). Payments by Vendors for subscription fees and rewards will be processed through Payment Providers. Payments to Partners for commissions will be processed through Payment Providers. You agree to enter into and comply with the terms and conditions of the Payment Providers that apply to Your payments, including the fees charged by the Payment Providers for their services (the "Transaction Costs").

Partners are responsible for keeping their Payment Provider accounts current within the Platform. PartnerStack has no responsibility for incorrect or delayed payments made to Partners if using the current information within the Platform.

14. Vendor Payments

PartnerStack will invoice Vendor through the Platform for (a) on a monthly basis, the total rewards earned by its Partners during the preceding month plus the PartnerStack commission (collectively, the "Total Rewards Amount") and (b) on an annual or other basis (as negotiated between PartnerStack and Vendor), the applicable subscription fee for access and use of the Platform (the "Subscription Amount") and any other fees agreed between the parties. Vendor must notify PartnerStack of any discrepancy or dispute involving the

calculation of the Total Rewards Amount within five (5) days of invoice and Vendor must pay the Total Rewards Amount within ten (10) days of invoice. Vendor must pay the Subscription Amount upon receipt of invoice. Receipt of the Total Rewards Amount will be deemed as the Vendor's acceptance of the accuracy and completeness of the Total Rewards Amount identified on the invoice. Once the Total Rewards Amount is received by PartnerStack, it is promptly distributed to the appropriate Partners and therefore, no return or refund of the Total Rewards Amount is possible. Any delay in payment by Vendor of the Total Rewards Amount will delay the distribution of such amount to the appropriate Partners.

Vendor agrees and acknowledges that: (a) PartnerStack may automatically withdraw the Total Rewards Amount, subscription and other fees, as applicable, from the Vendor's account with the Payment Provider within ten (10) days of invoice and (b) if PartnerStack is unable to make these withdrawals after thirty (30) days notice provided through the Platform, PartnerStack may charge Vendor for any and all out of pocket collection costs and interest on overdue amounts at the rate of 19% annually, or the maximum legal rate, whichever is less. In addition, PartnerStack may suspend Vendor's access and use of the Platform. If Vendor is not on an automated payment plan with a Payment Provider, then Vendor shall pay all invoiced Total Rewards Amount within ten (10) days of invoice and all invoiced Subscription Amounts within thirty (30) days of invoice.

15. Partner Commissions

Once PartnerStack receives payment of the Total Rewards Amount from Vendor, PartnerStack will notify Partner through the Platform that the commission payment is ready for deposit via the Payment Providers. In order to accept the commission payment, Partner must send a request through the Platform to authorize the deposit of the commission into the Partner's account with the Payment Providers. Partner agrees and acknowledges that commission amounts will be net of (a) Transaction Costs charged by the Payment Providers and (b) Administrative Fees, if any. "Administrative Fees" are deducted from commission payments that

are not accepted by Partner by the second anniversary and are equal to the greater of (i) $50 USD or (ii) twenty-five percent (25%) of the commission in question, until the commission amount is equal to zero. Administrative Fees will be charged on an annual basis until Partner has requested deposit of the remaining commission amount or the commission amount is reduced to zero.

Partner agrees and acknowledges that (a) PartnerStack has no obligation to pay out commission amounts until it receives payment from the corresponding Vendor and has received a payment request from the Partner; (b) PartnerStack is not responsible for any late or incorrect commission amounts; and (c) any disagreements over the amount of the commission fee must be communicated by Partner directly to the Vendor.

16. Disclaimers

GENERAL DISCLAIMER. USE OF THE PLATFORM IS AT USER'S OWN RISK. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PARTNERSTACK DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE PLATFORM, WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON--INFRINGEMENT, QUALITY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, OR TIMELINESS OF THE PLATFORM, OR THAT THE PLATFORM IS OR WILL BE ERROR--FREE OR WILL OPERATE WITHOUT INTERRUPTION.

DISCLAIMER OF VENDOR. VENDORS ARE INDEPENDENT PERSONS AND NOT PARTNERS, AGENTS OR EMPLOYEES OF PARTNERSTACK. PARTNERSTACK IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, CONDITIONS, BREACHES OR NEGLIGENCE OF ANY VENDOR OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM AND TAKES NO RESPONSIBILITY

WHATSOEVER RELATED TO ANY CHANNEL PROGRAM, ANY CHANNEL PROGRAM AGREEMENT AND ANY VENDOR.

DISCLAIMER OF PARTNER. PARTNERS ARE INDEPENDENT PERSONS AND NOT PARTNERS, AGENTS OR EMPLOYEES OF PARTNERSTACK. PARTNERSTACK IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, CONDITIONS, BREACHES OR NEGLIGENCE OF ANY PARTNER OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM AND TAKES NO RESPONSIBILITY WHATSOEVER RELATED TO ANY CHANNEL PROGRAM, ANY CHANNEL PROGRAM AGREEMENT AND ANY PARTNER.

17. Limitation of Liability

EXCLUSIONS. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS OF SERVICE OR ANY OTHER AGREEMENT BETWEEN YOU AND PARTNERSTACK, IN NO EVENT WILL PARTNERSTACK OR ITS OFFICERS, DIRECTORS, AFFILIATES, PARTNERS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE TO YOU, WHETHER AS A VENDOR OR A PARTNER, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF USE OR LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES), WHETHER OR NOT PARTNERSTACK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE USE OF, OR THE INABILITY TO MAKE USE OF, THE PLATFORM, ANY CHANNEL PROGRAM OR ANY CHANNEL PROGRAM AGREEMENT.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS OF SERVICE OR ANY OTHER AGREEMENT BETWEEN YOU AND PARTNERSTACK, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF PARTNERSTACK OR ITS OFFICERS, DIRECTORS, AFFILIATES, PARTNERS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUCCESSORS AND ASSIGNS IN CONNECTION WITH OR UNDER THESE

TERMS OF SERVICE, ANY CHANNEL PROGRAM, ANY CHANNEL PROGRAM AGREEMENT, OR YOUR USE, OR INABILITY TO MAKE USE OF, THE PLATFORM, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO ANY CHANNEL PROGRAM AND ANY CHANNEL PROGRAM AGREEMENT EXCEED (A) IF YOU ARE A VENDOR, ALL SUBSCRIPTION FEES PAID BY YOU TO PARTNERSTACK IN THE PRECEDING SIX (6) MONTHS AND (B) IF YOU ARE A PARTNER, $100CDN. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF SERVICE WILL NOT INCREASE THE MAXIMUM LIABILITY AMOUNT.

18. Indemnification

You will defend, indemnify and hold harmless PartnerStack and all of its officers, directors, affiliates, partners, employees, agents, successors, and assigns from and against any liabilities, claims, demands, recoveries, losses, damages, fines, penalties or other costs or expenses, (including but not limited to reasonable legal and accounting fees), claimed against PartnerStack by third parties relating to:

- Any breach of any of Your warranties, representations or obligations under these Terms of Service or any documents referenced herein;
- Any violation of any applicable law (including, without limitation, any privacy law) and the rights of a third party (including, without limitation, privacy or intellectual property rights); and
- Any breach of or failure to perform under any Channel Program Agreement or any misrepresentation made by You or anyone acting on your behalf in connection with any Channel Program Agreement.

19. Geographic Limitations of the Platform

Not all of the Vendors and services listed on the Platform are available in all jurisdictions. Furthermore, nothing on the Platform constitutes an offer

or solicitation to buy or sell any product or service to anyone in any jurisdiction in which such an offer or solicitation is prohibited by applicable law.

20. Governing Law and Jurisdiction

These Terms of Service will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. These laws apply to Your access and use of the Platform, notwithstanding the location of Your domicile, residency or physical location. The Platform is intended for use only in jurisdictions where it may lawfully be offered for use.

Except as restricted by applicable law, You consent to the exclusive jurisdiction and venue of the courts in Toronto, Ontario, Canada in all disputes arising out of or relating to the use of the Platform.

21. Vendor SaaS Agreement

Vendors are also party to a Software as a Service Agreement with PartnerStack (the “SaaS Agreement”). These Terms of Service are incorporated by reference into the SaaS Agreement. Where Vendor has negotiated and executed a SaaS Agreement, any terms or conditions in these Terms of Service which are inconsistent with the SaaS Agreement shall not apply. For instance, any negotiated limitations of liability or governing law provisions in the SaaS Agreement shall apply to and supercede the limitations of liability and governing law provisions, respectively, in these Terms of Service.

22. General Provisions

These Terms of Service constitute the entire agreement between PartnerStack and You pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals,

whether electronic, oral or written, between You and PartnerStack; provided, however, if You are a Vendor, You are also subject to the SaaS Agreement. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

If any of the provisions contained in these Terms of Service are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination will not affect the remaining provisions contained herein.