

Terms and conditions | Partner program

These terms and conditions ("Agreement") govern your participation in the Architechpro OÜ Partner Program ("Program") offered by Architechpro OÜ ("Company"). By enrolling in or participating in the Program, you agree to comply with these terms and conditions (the "Effective Date"). Please read this Agreement carefully. By signing up, you also agree to provide Architechpro OÜ with accurate and complete information. Information you provide and the selections you make during sign up, and any changes thereto from time to time, are an integral part of and governed by these Terms. If Architechpro OÜ suspects that this information is inaccurate or misleading, Architechpro OÜ reserves the right to terminate these Terms for breach and consequently cancel the registration, close the account without any damage nor indemnification being due to you. You warrant that you are at least 18 years of age and that you possess the legal right and ability to enter into these Terms on behalf of your company, employer, client or mandator. You represent and warrant that you are authorized to act on behalf of the legal entity and to bind such legal entity to these Terms.

Definitions: In these terms and conditions, the following definitions shall apply:

- "Customer" means a qualified referral (or "Commissionable Lead") that has entered into an agreement with Architechpro OÜ to procure the Architechpro OÜ Product pursuant to the Affiliate Partner's marketing and promotional activities under this Agreement. Customers must subscribe to paying plans.
- "Data Protection Laws" means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); and (ii) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector and applicable national implementations of it (as may be amended, superseded or replaced) and all obligations arising from the application of any applicable data protection and privacy legislation that may apply to Personal Data processed under these Terms, including the obligations arising from the application of French law No. 78-17 of 6 January 1978 and its possible updates, texts adopted within the European Union and local laws and their possible updates.
- "Partner Program" means the program initiated by Architechpro OÜ where entities and persons who sign up as Affiliate/Referral Partners are required to market and refer eligible Architechpro OÜ Products to prospective customers in consideration for a commission from Architechpro OÜ.
- "Account" means the account created by the Affiliate Partner with Architechpro OÜ, which is used to realize the commissions paid under this Agreement.
- "Affiliate/Referral Partner" or "Partner" means the entity signing up to the Partner Program.
- "Partner Portal" - refers to Partnerstack, the application used by Architechpro OÜ to manage the partner program.

1. **Purpose and Scope:** The purpose of the Partner Program is to allow Affiliate/Referral Partners to market and refer Architechpro OÜ Products to prospective customers. The scope of the program includes lead identification, marketing and promotion, Lead registration, and assistance with making contact with Commissionable Leads. Eligible Leads shall become Commissionable Leads only when expressly validated by Architechpro OÜ.

2. **Partner Program Acceptance:**

a. To become a Partner, you must complete and submit a Partner Program application or other required documents to Architechpro OÜ. Architechpro OÜ will review your application and notify you via email/partner portal whether you have been accepted to participate in the Partner Program.

b. Upon acceptance, you agree to create an account through the Partner Portal ("Account") and complete any enrollment criteria as specified by Architechpro OÜ. Acceptance suppose that Partner complies with Architechpro OÜ's criteria. In particular, Partner must own and exploit a professional website or portfolio that proves Partner is a registered business and runs lawful activities

3. **Lead Process:**

a. Identification of leads, marketing and promotion. During the term of this agreement, the Partner shall use commercially reasonable efforts to identify leads and market and promote Architechpro OÜ products to leads. Partner may provide leads with the Architechpro OÜ materials as supplied to Partner by Architechpro OÜ from time to time.

b. To be eligible for acceptance by Architechpro OÜ, all leads must meet the following criteria (referred to as "Eligible Leads"):

- At the time of introduction to Architechpro OÜ, the lead is not already an existing Customer of Architechpro OÜ or, for cross-sales or upsale purposes, is not already involved in discussions with Architechpro OÜ relating to the sale of additional Architechpro OÜ Products.
- Except for cross-ales purposes, the lead has not previously been (i) submitted to Architechpro OÜ by another Partner and/or (ii) by any other third party and/or has not been generated by Architechpro OÜ itself.

c. Lead Registration. Partners must register the lead in the Partner Portal or via email to the Architechpro OÜ partner team ("Lead Registration"). Architechpro OÜ will review the lead and notify the Partner through the Partner Portal or email. Architechpro OÜ may accept or reject leads at its sole discretion. If Architechpro OÜ rejects a lead, the Partner must cease all referral services with respect to such lead. If Architechpro OÜ accepts a lead, the Partner shall assist Architechpro OÜ in making contact with the Commissionable Lead as requested by Architechpro OÜ.

d. **Transfer of ownership:** In the event that the customer changes the partner, no Commission shall be due to the new partner.

4. Commissions / Partner Payouts:

a. Commission Structure. Switching between tiers will occur automatically based on the Monthly Recurring Revenue (MRR) referred by the Partner, ensuring that Partners are rewarded and promoted based on their performance and contribution to Architechpro OÜ's success :

- Partners will be eligible for a 20% commission on every transaction if the minimum referred MRR (Monthly Recurring Revenue) is ≥ 100 . Maximum duration of such a commission is 2 years.

b. Partner payouts:

- The commission amount is paid monthly through Partnerstack.
- Commissions will be paid in USD.
- Commissions will be available for withdrawal on the 15-th of each month.
- Partners can withdraw commissions using PayPal, Stripe, or via direct bank transfers.
- Direct deposit via Partner Portal is available for bank accounts in the following countries: Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, India, Ireland, Italy, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Portugal, Slovakia, Slovenia, Spain, United Kingdom, and the United States.
- Pakistan-based partners without access to PayPal/Stripe must submit an invoice manually to the partner manager, including the partner's bank details and Architechpro OÜ's address. The payment will be credited to the partner's account within 7-12 days.
- For direct bank transfers via Architechpro OÜ, the withdrawal amount should be greater than \$500.

5. Affiliate Partner Responsibilities: Affiliate Partners are responsible for actively marketing and promoting Architechpro OÜ Products to generate leads. They must comply with the terms and conditions of this Agreement, as well as any additional guidelines and instructions provided by Architechpro OÜ. Affiliate Partners shall ensure that all marketing activities are conducted in a professional and ethical manner.

6. Intellectual Property Rights: Affiliate Partners acknowledge and agree that all intellectual property rights, including but not limited to trademarks, copyrights, and patents, related to Architechpro OÜ Products and Materials shall remain the sole property of Architechpro OÜ. Affiliate Partners shall not use or reproduce such intellectual property rights without prior written consent from Architechpro OÜ.

7. Marketing: Affiliate Partners are permitted to use approved marketing materials provided by Architechpro OÜ for the purpose of promoting Architechpro OÜ Products. Any additional marketing materials or strategies must be approved in writing by Architechpro OÜ before implementation.

8. **Confidentiality:** Affiliate Partners shall keep all non-public information received from Architechpro OÜ confidential and shall not disclose or use such information for any purpose other than the performance of their obligations under this Agreement.

9. **Compliance and applicable laws.**

a. Partners acknowledges that it accepts and that it shall comply with Architechpro OÜ's Terms of Services (<https://architechpro.com/tos>) and with any third party editor's privacy policy and any of third party editor contractual terms related to Personal data protection. Partner undertakes to communicate such documentation as well as any mandatory information to the data subjects involved before any processing of Personal data.

b. The Partner warrants that it complies with all applicable laws and regulations while performing the referral services, included but not limited to laws and regulation on anti-corruption, electronic communications and Data Protection Laws. In this respect, Partner warrants that it applies the concepts of data protection by design and data protection by default to its business and to the referral services, in accordance with section 25 of the GDPR. Partner notably warrants that it:

- Acts as Controller when performing the referral services;
- Holds a record of processing activities, as controller and as processor according to section 30 of the GDPR and Data Protection Laws;
- Applies a Personal data retention policy and regularly purge Personal data;
- Has a purpose and legal basis for any Personal data processing and minimize Personal data processing;
- Informs data subjects, in particular the representative(s) of Customers, according to the GDPR and Data Protection Laws, notably on :
 - the purposes of collection and processing of their Personal data when performing the referral services ;
 - the fact that the Personal data processed might be transferred to Architechpro OÜ and/or any third party editor involved ;
 - the existence and purpose of the real-time tracking that allows Partner to monitor its Commissions in real-time.
- Has collected and collects consent of data subjects whenever applicable under Data Protection Laws and under applicable laws governing electronic communications;
- Has implemented and continues to implement appropriate technical and organizational measure to ensure Personal data's confidentiality and security according to section 32 of the GDPR and Data Protection Laws;
- Has sensitized its personnel (employees and contractors) to Personal data protection;
- Has imposed contractual obligations of confidentiality to their personnel (employees and contractors);
- Has implemented processes to manage data subjects' request within the applicable deadlines provided by Data Protection Laws ;
- Has implemented processes to manage and report data breaches to their controllers and to data protection supervisory authorities within the applicable deadlines provided by Data Protection Laws;

- Has signed data processing agreements compliant with section 28 of the GDPR with any partners, customers or any other third party that qualifies as controller and/or processor of Personal data according to the GDPR;
- Operate transfers of Personal data outside the European Economic Area in compliance with Data Protection Laws and Regulations, in particular according to sections 45, 46, 47, 48 of the GDPR;
- Has conducted any data protection impact assessment as required by section 35 of the GDPR;
- Has never been subjected to an audit or control of a relevant data protection supervisory authority;
- Shall destroy all copies of Personal data without delay at the end of these Terms.

10. Termination.

a. These Terms shall be effective from the Effective Date. These Terms are entered into for an initial term of one (1) month from its Effective date. These Terms will then be renewed for additional one (1) month periods, unless one of the Parties gives the other Party notice, by email or via the Platform, of its opposition to the renewal at least one (1) week before the end of the current period.

b. Architechpro OÜ also reserves the right to terminate these Terms if Partner breaches the Terms, reaches insufficient results while performing the referral services, if the Partner has been inactive on the Platform, or in case of a security alert or incident on the Platform/Partner Portal that is related to the Account. In these cases, Architechpro OÜ shall terminate the Terms immediately without notice and without any right to damages or any form of compensation for the Partner.

c. Consequences, in case of termination:

- i. Partner shall stop all actions and missions related to the referral services and stop using Architechpro OÜ's trademarks and/or stop referring to Architechpro OÜ while performing its activity;
- ii. Partner shall destroy all copies of Confidential Information;
- iii. Architechpro OÜ may delete Partner's Account from the Platform/Partner Portal and all its uploaded and associated data;
- iv. Architechpro OÜ shall pay the remaining amount of Commission, if any.
- v. Architechpro OÜ shall stop any further payment.

11. Liability.

a. Neither Party shall in no way be held liable for the consequences of indirect damage. In no case can Architechpro OÜ be held responsible in any capacity whatsoever in relation to third parties for any damage resulting from the actions or omissions of the Partner or resulting from the content of any communications operated by the Partner on behalf of Architechpro OÜ or from the consequences that the sending of such communication can have for Architechpro OÜ. Partner shall indemnify and hold Architechpro OÜ harmless against all and any claims or losses incurred by Architechpro OÜ arising directly or indirectly from or in connection with the performance of the referral services by the Partner.

b. It is jointly agreed that Architechpro OÜ's liability shall not exceed the price paid by Architechpro OÜ in return for the referral service(s) giving rise to the said liability, for the month of contract in which the damage occurred.

c. This clause shall remain applicable in case these Terms are annulled, rescinded or terminated.

12. Insurance.

The Partner undertakes to obtain and maintain a professional indemnity insurance to cover all penalty and damage claims during the term of this contract from an insurance company known to be solvent. Upon request, the Partner shall provide Architechpro OÜ with a copy of the relevant insurance policy evidencing the existence and extent of such insurance policy.

13. Changes.

Architechpro OÜ may modify this current version of these Terms. In case any modification of the referral services or of these Terms are necessary, the changes to these Terms shall come into force as of their publication on the website or Partner Portal or Account or as of their notification by email to the email address provided by the Partner. In such a case, the Partner shall be able to oppose such changes within five (5) calendar days by email to legal@architechpro.com with a copy (cc) to contact@architechpro.com. In case of opposition, these Terms shall be terminated with immediate effect.

14. Governing law and jurisdiction.

These Terms shall be governed by Estonian Law. Estonian law shall apply to both form and substance, notwithstanding the place of performance of the essential or ancillary obligations.

15. Electronic Acceptance.

a. The Parties agree that they can execute these Terms by means of electronic acceptance via the Partner Portal or Account. To become a Partner, provide the referral services and benefit from these Terms, the Partner must agree to be unconditionally bound by these Terms. The Partner accepts these Terms by clicking electronically to sign up via the Account and/or Partner Portal interface.

b. The Parties agree that the electronic acceptance expresses their consent for these Terms to be legally binding to the Parties and to constitute proof in an equally valid manner as a paper document bearing a handwritten signature.