

As an authorized affiliate (Affiliate) of **Uptimia**, owned and administered by **JJ Online GmbH**, registration address Schönhauser Allee 163 10435 Berlin, Germany, you agree to abide by the terms and conditions in this Agreement. Please read this agreement carefully before applying as an affiliate. Your application for becoming an affiliate indicates that you accept this Agreement and its terms and conditions.

## Website and services

Affiliates will promote [www.uptimia.com](http://www.uptimia.com) – website uptime and performance monitoring service. The website operates as SaaS (Software as a Service) model and sells monthly or yearly subscription packages.

## Payouts

All payouts are executed through **PayPal** unless we've made a different agreement with specific affiliates.

Affiliates will receive **30% commission of the monthly or yearly subscription of the referral for the entire lifetime of the subscription**. Commissions are only earned on successful transactions. Any transactions that result in chargebacks or refunds will not be paid out.

**Example:** a customer who was forwarded to **Uptimia** by an affiliate buys a yearly \$900 subscription package. A customer uses **Uptimia** services for 5 years. Every year, maximum 7 days after subscription renewal, affiliate will receive a payout of \$270. The total payout amount over a customer lifetime will be \$1350.

**Affiliates must earn at least \$150 USD in commissions to qualify for payment.** We reserve the right to hold back payouts for as long as necessary in the event **Uptimia** wishes to review specific referrals, commissions, or anything else related to your account.

**Uptimia** reserves the right to end the affiliate program at any time without notice. In the event of the program's closure, no commissions will be paid going forward.

Affiliates work as independent contractors and are not employees of JJ Online GmbH.

## Approval & Rejection of Applications

**Uptimia.com** reserves the right to approve or reject any affiliate application at our discretion.

## Removal from our Affiliate Program

**Uptimia.com** reserves the right to remove affiliates at our discretion. While we can remove affiliates at any time and for any reason, most removals will be because of one of the following reasons:

- ☐ Bidding on PPC keywords that were not approved by our affiliate team.
- ☐ Using strategies that we deem as "spammy".
- ☐ Not disclosing your affiliate relationship with your audience with reasonable means.

- ☐ Disguising your affiliate link as a coupon or deal link.
- ☐ Posting your link on coupon & deal websites.

## Coupon And Deal Sites

We do not allow affiliates marketing on coupon or deal sites where the affiliate link is being disguised as a coupon or deal. We reserve the right to blacklist specific domains of coupon sites and disqualify any traffic, signups, or commissions that are generated from these sites.

## Pay Per Click

Affiliates must get written permission before running PPC campaigns with keywords that might compete with **Uptimia** PPC campaigns. You can simply reach out to your affiliate manager for permission to run PPC campaigns and include the keywords you intend to bid on.

We do not allow bidding on **Uptimia**-branded keywords.

## Liability

**Uptimia** is not liable for indirect or accidental damages (loss of revenue, commissions) due to affiliate tracking failures, loss of database files, or any results of intents of harm to the Program and/or to our websites.

We do not make any expressed or implied warranties with respect to the Program and/or the memberships or products sold by **Uptimia**. We make no claim that the operation of the Program and/or our websites will be error-free and we will not be liable for any interruptions for errors.

## Non-Exclusivity Clause

Both parties agree that **Uptimia** is not limited to only working with the individual affiliate, and the affiliate is still free to promote any other businesses and products.

## Self-Invoicing Clause

**Self-Invoicing Procedure:** As a participant in our affiliate program (the "Program"), you agree to self-invoice for the commissions earned through your promotional efforts in accordance with the terms and conditions outlined herein.

**Commission Calculation:** Commissions earned will be calculated based on the terms outlined in the Program documentation or as otherwise agreed upon between you and Uptimia (Company). The commission rates and payment schedules are subject to change at the sole discretion of the Company.

**Invoicing Frequency:** You may submit self-invoices for earned commissions on a regular basis, which may be weekly, bi-weekly, or monthly, as specified in the Program documentation or agreed upon between you and the Company.

**Invoice Submission:** Invoices must be submitted electronically to the Company via email or the designated affiliate portal. Each invoice should include the following information:

- ☐ Your affiliate ID or unique identifier.
- ☐ A detailed breakdown of the earned commissions, specifying the sales or actions for which you are being compensated.
- ☐ Invoice number and date.
- ☐ Your contact information, including name, address, and email.
- ☐ Any applicable taxes (if applicable), which you are responsible for reporting and remitting in compliance with local tax laws.
- ☐ Invoice Review and Approval: The Company will review self-invoices for accuracy and compliance with the Program terms. Invoices that are incomplete or contain errors may be rejected, and you will be notified of any issues.

**Payment:** Once your self-invoice is approved, the Company will make payment to you via the payment method specified in your affiliate account settings or as otherwise agreed upon.

**Record Keeping:** You are responsible for maintaining accurate records of your earnings and invoices for tax and accounting purposes. The Company may request access to these records for verification.

**Dispute Resolution:** In the event of a dispute regarding commission calculations or payments, both parties agree to work in good faith to resolve the issue. The Company's decision on any disputes will be final.

**Taxes:** You are solely responsible for any tax obligations related to the commissions earned through the Program. The Company will not withhold taxes on your behalf.

**Amendment:** This self-invoicing clause is subject to change at the discretion of the Company, and any modifications will be communicated to you in writing.

By participating in the Program and submitting self-invoices, you acknowledge your acceptance of the terms outlined in this self-invoicing clause.

Please note that it's important to consult with legal counsel or a qualified attorney to ensure that the self-invoicing clause in your affiliate program agreement complies with local laws and regulations and serves your specific business needs.

## **Terms of the Agreement**

The terms of this Agreement begin once you're accepted in the program and end once your account is terminated. **Uptimia** reserves the right to modify the terms and conditions of this agreement at any time. By continuing to participate in our affiliate program, you accept any changes to our terms and conditions.

## **Indemnification**

Affiliate shall indemnify and hold harmless **Uptimia** and its affiliate and subsidiary companies, officers, directors, employees, licensees, successors and assigns, including those

licensed or authorized by **Uptimia** to transmit and distribute materials, from any and all liabilities, damages, fines, judgments, claims, costs, losses, and expenses (including reasonable legal fees and costs) arising out of or related to any and all claims sustained in connection with this Agreement due to the negligence, misrepresentation, failure to disclose, or intentional misconduct of Affiliate.

### **Governing Law, and Jurisdiction**

This agreement will be governed by and construed in accordance with the laws of **Federal Republic of Germany**.