

Samelane Affiliate Program Terms and Conditions

Foreword

The following document contains Terms and Conditions (referred to as the **Terms and Conditions**) of participation in the Samelane Affiliate Program (referred to as the **Affiliate Program**).

These Terms and Conditions regulate the business relationship between you (referred to as „you“ or the „Affiliate“) and **NeuroSYS, the owner of the Samelane** platform, with a business address at Mikołajka Reja 77/4A, 50-343 Wrocław, Poland (referred to as Samelane, we, our, or us). Therefore, you cannot participate in the Samelane Affiliate Program unless you agree with these Terms and Conditions.

These **Terms and Conditions may be modified**. However, every time we change the Terms and Conditions, we will inform you about the fact via the email address you used when applying for our Affiliate Program, 14 business days before they come into force. If the Affiliate does not accept the changes, the contract will be terminated. The Affiliate will receive all commissions that have been earned till the contract termination day within 14 business days. The Affiliate will not be entitled to commission for new Conversions.

We reserve the right to decide with whom we want to conclude an Affiliate Agreement. The decision on whom to accept into our Affiliate Program is at the sole discretion of Samelane.

Terms and Conditions will apply when you have an active account in our Affiliate Program until your account becomes terminated. The **Affiliate Agreement** comes into force when an Affiliate accepts these Terms and Conditions, and Samelane accepts an Affiliate to join the program. An Affiliate will be informed about the decision via the email address they used when applying for our Affiliate Program.

Definitions

Affiliate

A party, except for Samelane, participating in the Samelane Affiliate Program and agreeing to its Terms and Conditions. To receive Commissions, an Affiliate has to be able to issue invoices and have a tax number.

Customer

A party that signed up for a free demo at Samelane and participated in the demo meeting, and/or a party that has bought Samelane services.

Affiliate Lead

A party who took action at Affiliate's resources: clicked on the Affiliate Link that we provided to the Affiliate.

Affiliate Link

A unique link shared with an Affiliate to acquire Affiliate Leads. It is available in the Assets tab in the Affiliate's dashboard:

<https://samelane.tapaffiliate.com/p/programs/samelane-affiliate-1/assets/>

Affiliate Tool

The Tapaffiliate software we partner with, that enables Affiliates to participate in the Affiliate Program and track Conversions.

Demo

A free demonstration meeting that takes place online between an Affiliate Lead and a Samelane representative. During the meeting, we present the platform's functionalities and answer the Customer's questions. It takes approximately 30 minutes.

Conversion

Conversion takes place in two cases **1) when an Affiliate Lead signs up for a Demo** at Samelane after clicking Affiliate's Affiliate Link and Demo meeting with a Samelane's expert actually takes place **2) and/or signs a contract with Samelane**, which means buying Samelane services. We automatically detect when an Affiliate Lead has signed up via your Affiliate Link. These two Conversion types can take place with a single Customer, and in such a case, both are eligible for Commission.

License Fee

A payment method made by Samelane Customer depending on the chosen plan. Apart from the Flex Plan with monthly payments, License Fees are billed

annually. All License Fees are available on our site:

<https://samelane.com/pricing/>

Assets

The marketing materials you can use to promote Samelane, including but not limited to logos, banners, photos, and email templates available in the Assets library: <https://samelane.tapaffiliate.com/a/assets/>.

Commission Structure

Eligibility

We pay commission only for Conversions that come **directly from an Affiliate's unique Affiliate Link**.

A party who signs up for Samelane's Demo before clicking an Affiliate Link does not qualify as a Customer for affiliate commission.

An Affiliate can sign up for the Affiliate Program and acquire other Affiliates. However, an Affiliate who becomes a Samelane Customer will not be counted as a Conversion.

Commissions

The commission currency is the **U.S. dollar**, referred to as \$.

There are two types of Commissions depending on the Conversion type:

- **Fee Commission:** in the first year, the Affiliate will receive a **20% commission on license fees** paid by the Samelane customers. In the second year, the Affiliate will receive **10%**, and in the following years, **5%**. Commissions are calculated based on net payments.
- **Demo Commission:** The Affiliate will get **\$25** for meeting the following two conditions simultaneously: an Affiliate Lead signs up for a free Demo via a Get a free demo form available after clicking your Affiliate Link, and the online Demo meeting with a Samelane's expert will actually take place. We pay only for the **first Demo** conducted for a particular organization/company. Whenever two or more Affiliate Leads come from the same organization/company, we organize one Demo for them. Thus, the Commission applicable is still \$25.

The value of commissions is **calculated automatically**. An Affiliate can check the current amount received in the Affiliate panel after logging in, at any time.

Commission Validity

Fee Commission will be paid for the whole time the contract among Samelane and its Customer lasts or until the end of the Affiliate's business activity, if such a moment occurs earlier. It is counted from the date the Conversion took place till the end of the agreement with the Samelane Customer.

Demo Commission will accrue **every time** the Conversion takes place: an Affiliate Lead signs up for a free demo after clicking an Affiliate's Affiliate Link, and the Demo with Samelane's expert will actually take place. If Affiliate ends their business activity, the Demo Commission will not accrue.

Conversion Tracking

Tracking Cookie: If a party clicks on the Affiliate Link, they will be labeled with a cookie placed in their browser. Tracking Cookies remain active for **30 days**. To qualify for a Conversion, an Affiliate Lead must sign up for the Samelane Demo and/or become our client within 30 days. Samelane is not responsible and does not pay commissions if an Affiliate Lead clears their browser history, and the action becomes untrackable.

Multiple Tracking Cookies: Samelane follows the Tapiliate's [last cookie rule](#). If an Affiliate Lead clicks numerous unique Affiliate Links, the Conversion will be credited to the Affiliate whose Affiliate Link was clicked last.

Commission Payments

Minimum Payout: there is no minimum payout.

Payout Thresholds: We do not enforce any Affiliate Commission payout limits.

Payment Method: The Affiliate Program supports only bank transfers for Affiliate commission payments. The payment will not be arranged until the invoice is issued by an Affiliate.

Payment Eligibility and Timeline: If the referred Customer pays on a monthly basis, you will be eligible for the **Fee Commission** monthly after receiving the payment from Customer. If Customer pays on an annual basis, you will be eligible for **Fee Commission** only after your referred Customer has paid the full yearly license fees. The **Demo Commission** is paid monthly.

An Affiliate can check the current amount of the Commission accrued in the Affiliate panel after logging in. Based on that, an Affiliate has to provide Samelane with the invoice. Fee Commission and/or Demo Commission will

be paid within **10 business days from the date the invoice is issued** by the Affiliate. Samelane reserves the right to suspend the payment of Commissions until an Affiliate provides an invoice or other documents regarding business activity and compliance with applicable laws.

If the Samelane Customer terminates the contract before the expiry of the agreement the outstanding commission will be paid within 10 business days after receiving the last payment from the Samelane Customer proportionally to the license fees received from the Customer.

Taxes: The numbers stated in the Commission section are **gross commissions** which mean gross sums of money received by the Affiliates. Affiliates are obliged to pay due taxes, depending on the tax law in force in their country or region. We allow a reverse charge for taxpayers registered in the European Union.

Invoices: Based on the data attainable in the Tapiliate tool on their account, an Affiliate issues Samelane an invoice. An Affiliate has to send the invoice at the end of a given period to info@affiliate.samelane.com. Based on the invoice, Samelane orders a bank transfer.

The invoice shall be issued for the following data:

NeuroSYS Sp. z o.o.
Mikołaja Reja 77/4A
50-343 Wrocław, Poland
Tax identification number: 8982206491

Paid Promotions by Affiliates

Making use of paid advertising channels by an Affiliate to drive traffic and Affiliate Leads is permitted under the following terms:

- All promotional assets, including channels, graphics, and copy, have to be accepted by a Samelane representative.
- Brand-related keywords in advertisement copy, including but not limited to Samelane and Samelane pricing, cannot be used.
- Practices that are at odds with Samelane's best interest are forbidden.

Forbidden practices

Samelane has the right to terminate an Affiliate Agreement, withhold commission payment, and close the Affiliate's account in the Affiliate Program for **violating Samelane Affiliate Program** Terms and Conditions, including but not limited to:

- Describing falsely or inaccurately Samelane's brand, products/ services, or offer.
- Misleading or misinforming Affiliate Leads in a way that they can deduce products and services other than those expressly identified on Samelane's website
- Using Samelane's Affiliate Program incorrectly or incorporating any dishonest methods that lead to Conversions or registering Affiliate commission.
- Promoting Samelane at pornography and gambling websites, and those violating Polish law.

We absolutely forbid the Conversion of a party that an Affiliate knows is not an authentic prospective Samelane Customer and Conversions from **fake accounts** and fake companies. Likewise, an Affiliate paying other parties to click on their Affiliate Link and participate in Demos is strictly forbidden.

Termination of the Affiliate Partnership

An Affiliate has the right to **terminate the Affiliate Agreement** with a 7-business-day notice period. The Affiliate will be eligible for Commissions for Conversion that took place until the termination date. However, the Affiliate will not receive Commissions for new Conversions. The Commission will be paid within 14 business days.

We reserve the right to **terminate the Affiliate Agreement with an Affiliate or terminate the whole Affiliate Program** with a 7-business-day notice period without stating a reason. We will inform Affiliates about the fact via an email address they used logging in into the platform. In such a case, an Affiliate will be eligible for Commissions for Conversion that took place before the termination date considering Commission validity. The due Commission will be paid within 14 business days.

If an Affiliate violates the Terms and Conditions, particularly uses forbidden practices, we reserve the right to terminate the Affiliate Agreement with the Affiliate. The termination comes into force with immediate effect. In this case, we reserve the right to not pay any past and future Commissions without assessing each one separately.

In any case, after the Affiliate Agreement is terminated, an Affiliate will be granted additional 2-week access to the platform.

The above Terms and Conditions shall be governed by Polish law.