

Landingi Affiliate Program Terms and Conditions

Art. 1 General Provisions

1. The present Regulations constitute a standard contract and determine the conditions, rules, and a way of supplying the affiliate program by the Service Provider. The supply of the Service is conditional on reading and approval of provisions of these Regulations.
2. CET (Central European Time) is the adequate time zone for the Service Provider.
3. The Regulations will be effective as of 12th November 2020.
4. Terms used in the Regulations should be understood in the following manner:
 - a. Partner – a legal person or a natural person conducting business activity (entrepreneur), or a natural person not conducting business activity who has registered in the Program (consumer),
 - b. PartnerStack Account – the collection of resources and settings saved in the database of the PartnerStack platform, which is accessible at <https://dash.partnerstack.com/handshake>,
 - c. The Landingi Platform (hereafter referred to as “The Platform” or “The Landingi Platform”) – a system available at <https://new.landingi.com> and accessible via the Internet,
 - d. The Landingi Account – the collection of resources and settings saved in the database of the Service Provider, accessible for the Customer for the duration of the use of the Service,
 - e. The Customer – an Internet User who has set up an Account as a consequence of Partner activities and who had not had an Account prior to taking actions by the Partner,
 - f. Landingi / the Service Provider – Landingi LLC with headquarters on ul. Dworcowa 25, 44-100 Gliwice, NIP (Taxpayer Identification Number): 6762461659, REGON (National Business Register Number): 122774425, entered in the Register of Entrepreneurs at the District Court in Gliwice, 10th

Commercial Department of the National Court Register, KRS (National Court Register): 0000449404, with a fully paid share capital of PLN 10,950.00,

- g. The Program – the affiliate program organized by Landingi, intended for Partners, based on the principles described in the Regulations and aimed at expanding the Landingi customer base,
- h. The Regulations – the document denoting the present Regulations,
- i. Commission – the amount calculated for the Partner in the case of Account registration and payment for it made by the Customer,
- j. Cookies – small pieces of text information sent from a website to a server and stored on the side of the Partner or the Customer,
- k. Agreement – a legal relationship that arises between Landingi and the Partner within the framework of the present Regulations,
- l. Google Ads – an online advertising platform developed by Google, where advertisers pay to display brief advertisements, service offerings, product listings, or video content and generate mobile application installs within the Google ad network to web users. Google Ads policies can be found here:
<https://support.google.com/adspolicy/answer/6008942?hl=en>,
- m. Microsoft Advertising – a service that provides pay-per-click advertising on both Bing and Yahoo! search engines. The Microsoft Advertising Agreement can be found here:
<https://about.ads.microsoft.com/en-us/resources/policies/microsoft-advertising-agreement>,

Art. 2 Accession to the Program

1. In order to conclude the Agreement, anyone interested in participating in the Program should create a free PartnerStack Account in the Landingi Affiliate Program via the PartnerStack platform.
2. It is assumed that:
 - a. The Agreement is being entered on the day when a person entering the Program accepts the Regulations and the regulations of the PartnerStack platform (available: [User Terms of Service](#)),

- b. The Polish law is the proper law of the Agreement,
 - c. Data of the Partner is saved into the PartnerStack Account and should the data change in any way, the Partner shall make the appropriate changes immediately,
 - d. For the duration of participation in the Program, the Partner is granted access to the PartnerStack Account where they can view the appropriate statistics and manage the payments of the Program. The access to the Program management panel may be disabled upon the expiry of the Contract regardless of the reasons for said expiry.
- 3. Landingi reserves itself the right to refuse admission to the Program without giving a reason.

Art. 3 Operation of the Program

1. In the event that an Internet user goes to <https://new.landingi.com> using a link generated by the Partner (affiliate link), the Internet user will be marked with a Partner identifier and appropriate information will be saved in a cookie file on the Internet user's computer. Thereupon, the Internet user will be assigned to the Partner:
 - a. until the expiration of a cookie file, which is determined by PartnerStack, or
 - b. up to the moment when the Internet user goes to <https://new.landingi.com> using a link generated by another Partner (then the Internet user will be assigned to the new Partner).
2. Once the Internet user marked with the Partner identifier sets up the Account on the Landingi Platform and makes a payment to Landingi, the User becomes the Customer and then the Partner is entitled to commission on payments made by the Customer.
3. The Partner cannot purchase the plan and receive the commission from their own purchase.
4. The Partner is obliged to comply with the Regulations as well as to refrain from:
 - a. sending out mass information about the Application (so-called spam) to Internet users by means of any channel of communication (email, forums, newsgroups, communicators),
 - b. putting information about the Application on "chain letter" websites
 - c. putting unsolicited commercial information referring to the Application.

- d. using the landingi.com domain along with all its subdomains in advertising activities using the Google Ads and Microsoft Advertising systems
- e. using the word “landingi” in keywords used in the Google Ads and Microsoft Advertising campaigns.
- f. incorrect use of the name ‘landingi’ in the affiliate link (spelling mistake).
- g. impersonating a Landingi team member
- h. leading the Customer to click the link by means of deception
- i. any actions that may negatively impact the reputation of Landingi (we reserve the right to define such actions)

Art. 4 Commission

1. The commission received by the Partner is calculated on the net income from the Customer’s payment based on the pricing available at <https://landingi.com/pricing/>. The services outside of the pricing are not subject to affiliate commission unless both parties agree otherwise in a separate agreement.
2. In the event that the Customer agrees to a recurring monthly payment for the use of the Platform, the commission will be paid out to the Partner as many times as the payment from the Customer is received in monthly increments.
3. The Partner may issue the payment of the commission only after the minimum payout threshold is reached in the PartnerStack platform.
4. The Partner may not request a commission if the Contract between the Customer and Service Provider is not concluded for any reasons outside of the control of the Service Provider.

Art. 5 Final Provisions

1. Before the accession to the Program, the Service Provider makes the content of the Regulations available on the website <https://landingi.com/company/affiliate-program-terms/> as well as sends the content of the Regulations on a durable medium. The Regulations can be shown in another way on the individual request of a person having problems with displaying or reading the

Regulations. Should such a situation take place, contact the department of technical assistance.

2. The Service Provider reserves the right to implement amendments to the Regulations. Each document is denoted with a date from which its provisions shall take effect.
3. The User will be informed about each significant change in terms of the Agreement at least 14 days prior to the planned entry of the new regulations into effect. The Service Provider will send an appropriate message in the form of a notification in the Application or/and to the Partner's email address.
4. In the above-mentioned case, the Partner has the right to dissolve the Agreement until new regulations are planned to enter into force. The failure to report the wish to dissolve the agreement or failure to cancel it until then is considered as the Partner's consent to carry out the agreement on principles consistent with the new regulations.
5. The change of the scope and/or the type of the Program not violating the Regulations does not constitute the substantial change of terms of the Agreement. The change of the commission constitutes the substantial change of terms of the Agreement but goes into effect only after the payment of the Commission based on the Regulations – the new commission is being processed according to new regulations.
6. In case when any third party notices any infringement of the law, that third party is obligated to contact the technical department and send a credible message or an official notice concerning the illegal character of actions taken by the Partner.
7. Any matters which have not been regulated by the Regulations shall be subject to the adequate regulations of the Polish law and/or relevant provisions being in effect in the consumer's place of residence.
8. In case of the change and/or annulment of any of the provisions of the Regulations as a result of the valid sentence of the court, the other provisions of the Regulations still remain in effect.
9. The Service Provider is informing about readiness to resolve disputes in settlement procedures, including vindication of claims in out-of-court proceedings (ADR – Alternative Dispute Proceedings).

10. Landingi reserves the right to close the Affiliate Program as a whole without giving any reason.

11. These regulations do not relieve the Partner from a duty to comply with the general regulations of the Application and other obligations as the Partner is obliged by operation of law and by means of agreements to the observance of all obligations.