



# Gro Software Partnership Agreement

*Last Updated: Jan 1, 2018*

BE SURE TO CAREFULLY READ AND UNDERSTAND ALL OF THE RIGHTS AND RESTRICTIONS SET FORTH IN THIS PARTNER AGREEMENT ("PA").

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Service if you are a direct competitor of Gro Software, except with our prior written consent. In addition, you may not access the Service for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

## **1. Terms and Agreements**

By signing up to be a partner in the Gro CRM Partner Program (the "Program") you agree to be bound by the following terms and conditions (the "Terms"). Please ensure that you read them carefully before signing up. These Terms are a legal agreement between Gro Software ("Gro Software", "Gro CRM", "we", "us") and You ("you", "Partner").

We reserve the right to update and change the Terms from time to time without notice. Any amendments, modifications, enhancements or changes to the Program including the release of new features and resources made available by us from time to time shall be subject to these Terms. Continued use of the Program after any such changes shall constitute your consent to such changes.

Any violation of these Terms may result in, among other things, termination or suspension of your rights to be a Partner and forfeiture of any outstanding partner referral fee payments earned during the violation.

## **2. Account Registration and Terms**

You must provide your legal full name, a valid email address, and any other information requested in order to complete the sign up process for a Partner account (“account”)

You must be 18 years of age or older to join this Program.

Each account is for use by either a single legal entity (e.g. a company or a partnership) or an individual user. You may provide Invitees with access to your account by inviting them to register as a user of your account. We do not permit you to share your user name and password with any other person nor with multiple users on a network. Responsibility for the security of any user names and passwords issued (including those of any Invitees) rests with you.

If you provide or otherwise make available access to your account in whole or in part in any form to any person including your employees, (“Invitees”) you undertake to ensure that all Invitees comply with these Terms and acknowledge that you shall remain responsible and liable for the acts or omissions of all Invitees to the same extent as if you had carried out such acts or omissions yourself.

You may not use the Program for any illegal or unauthorized purpose. You must not, in the use of the Program, violate any laws in your jurisdiction (including but not limited to copyright laws).

You may not use the Program to earn referral fees on your own Gro CRM accounts (“services”).

## **3. Referral Links and Promotions**

Once you have signed up for the Program you will be provided with a URL link that must be used to identify you when placing a link from your site, email or other communications to the Gro CRM website. It is your responsibility to ensure each such link is correctly formatted.

We may also provide graphical images that can be used within the links to promote Gro CRM. You may not modify these images in any way. We reserve the right to change the images at any time without notice.

Partner links must point to the Gro CRM page on the Gro Software website (<https://www.grocrm.com>). Links to other pages inside the Gro CRM website will not earn credit.

You will be solely responsible for the development, operation and maintenance of your site and for all materials that appear on your site.

You may not use our name or graphics in any bulk email whatsoever unless we have given our advanced written consent. We may terminate the Agreement if any meaningful spam complaints naming us or our services result from your marketing activities.

You may not issue any press release with respect to this Agreement or your participation in the Program; such action may result in your termination from the Program. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, say you develop

our Services, say you are part of Gro Software or express or imply any relationship between us and you or any other person or entity, except as expressly permitted by this Agreement.

#### **4. Referral Fees and Payments**

For the sale of a subscription to be eligible to earn a referral fee, the customer must click-through a link from your site, email, or other communications to the Gro CRM website and sign up for a paid subscription. If they sign up for Gro CRM but only use the free service you will not earn a referral fee. However, once the customer upgrades to a paid subscription service you will begin to earn a referral fee.

We will only pay referral fees on links that are automatically tracked and reported by our systems. For our systems to track the referral, the visitor must have cookies enabled. We will not pay referral fees if someone says they signed up through you but it was not tracked by our system.

The referral fee is up to 30% of our revenue from customers that you refer for the first year of the paid subscription. The referral fee will be credited to your Partner account once the customer pays their subscription. Referral fees are only earned if a customer makes a payment in full.

Accrued referral fees are paid via PayPal once a quarter and only when your accrued referral fees total \$20 or more. You must have a valid PayPal account to receive referral fees, as we do not offer payment via check, credit card, cash or other method.

Customer payments refunded or payments charged-back due to credit card fraud do not qualify for referral fees. We may delay crediting of referral fees subject to risk analysis considerations and Anti-Money Laundering procedures.

The referral fee structure is subject to change at our discretion.

We reserve the right to disqualify referral fees earned through fraudulent, illegal, questionable, or overly aggressive sales or marketing methods.

All fees are exclusive of all taxes, charges, levies, assessments and other fees of any kind imposed on your involvement in this Agreement and shall be the responsibility of, and payable by you.

#### **5. Term of the Agreement and Program**

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party notice of termination. Notice by e-mail, to your address on our records, is considered sufficient notice to terminate this Agreement. Gro Software reserves the right to end the Program at any time. Upon Program termination, Gro Software will pay any legitimate outstanding earnings.

You are solely responsible for ensuring that your reviews, product descriptions and articles (if applicable at your site) obey all applicable copyright, trademark and other laws. Gro Software will not be responsible if you use another party's copyrighted or trademarked material in violation of the law.

## **6. Termination**

Gro Software, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Program, or any other Gro Software service, for any reason at any time. Such termination will result in the deactivation or deletion of your Value Partner Account, and the forfeiture and relinquishment of all potential or accrued referral fees in your Account if they were earned through fraudulent, illegal, overly aggressive, or questionable sales or marketing methods. Gro Software reserves the right to refuse service to anyone for any reason at any time. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to the Gro CRM website and all our images and other materials provided under the Program.

## **7. Relationship of Parties**

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Agreement.

## **8. Limitations of Liability**

Neither the Company nor any of the Company's officers, directors, employees, shareholders, or agents of any of them, shall be liable or responsible for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Program, or for any liability which cannot be excluded under applicable law.

If your use of material provided under this Program results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof. The Company's maximum aggregate liability under or in connection with these Terms, or any collateral contract, whether in contract, tort (including negligence) or otherwise (a "Claim"), shall be limited to a sum equal to the aggregate amount which we are obliged to pay you in the twelve (12) month period immediately prior to the period giving rise to such Claim.

## **9. Notice**

All notices given by you to us must be given to Gro Software using email – support@grocrm.com. We may give notice to you at the e-mail address you provided to us when registering. Notice will be deemed received and properly served 24 hours after an e-mail is sent. In proving the service of any notice, it will be sufficient to prove in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **10. Waiver**

If we fail, at any time to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled hereunder, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **11. Severability**

If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **12. Entire Agreement**

These Terms and any document expressly referred to in it represents the entire agreement between us in relation to the use of the Program and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into these Terms, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into these Terms except as expressly stated herein.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into these Terms (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

## **13. Assignment**

This Agreement and any rights or obligations hereunder, shall not be assigned, sub-licensed or otherwise transferred by the parties without the prior written consent of the non-assigning party except that either party may assign or transfer this Agreement upon a change of control of a party or by operation of law by providing the non-assigning party with prior written notice thereof provided that any assignee that is a separate entity agrees in writing to be bound by the terms of this Agreement.

#### **14. Governing Law and Jurisdiction**

The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed by and construed in accordance with the laws of California, USA, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. The parties irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of San Francisco County, California, USA, and all courts competent to hear appeals therefrom. THE PARTIES WAIVE ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

#### **15. Force Majeure**

Neither party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labor difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances.

##### **For More Information**

Contact your account executive to learn how the Gro CRM small business platform can help grow your business

##### **Corporate Headquarters**

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