

Affiliate Program Agreement

(December 6, 2023)

PLEASE READ THIS AFFILIATE PROGRAM AGREEMENT CAREFULLY.

This is a contract between you (the “Affiliate”) and us (“Forceget”). It describes how we will work together and other aspects of our business relationship.

The Affiliate Program Agreement applies to your participation in our Affiliate Program (the “Affiliate Program”). These terms are so important that we cannot have you participate in our Affiliate Program unless you agree to them.

These terms are subject to periodic updates. Should the Affiliate Program undergo modifications, conclude, or merge with an existing program (including our partner programs), we reserve the right to substitute these terms in their entirety. You will be notified electronically, likely through an in-app notification system or via email, should we modify or substitute the terms (e.g., through the Affiliate Tool). You may terminate your subscription as outlined below if you do not agree with the proposed update or replacement.

Definitions

“Forceget Affiliate” means a company become an affiliate of Forceget.

“Affiliate Program” means our affiliate program as described in this Agreement.

“Affiliate Lead” means a customer prospect who clicks on the Affiliate Link that we have made available to you via the Affiliate Tool.

“Affiliate Link” means the unique tracking link you place on your site or promote through other channels.

“Affiliate Policies” means the policies applicable to affiliates which we may make available to you from time to time.

“Affiliate Tool” means the tool that we make available to you upon your acceptance into the Affiliate Program and for you to use in order to participate in the Affiliate Program.

"Agreement" means this Affiliate Program Agreement and all materials referred or linked to in here.

“Commission” means an amount described in the Affiliate Tool (or if applicable, in the Program Policies) for each Customer Conversion.

“Customer” means the authorized actual user of the Forceget who made shipment or signed up for the Forceget services after being an Affiliate Lead.

“Customer Transactions” means those transactions by Affiliate Leads that are eligible for Commission pursuant to the ‘Customer Transactions’ section of this Agreement. Customer Transactions may include customer shipment payments, as further described in the Affiliate Tool.

"Customer Data" means all information that Customer submits or collects via the Forceget and all materials that Customer provides or posts, uploads, inputs or submits for public display through the Forceget services.

"Forceget Assets" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into our services.

“Forceget Services” means international international logistics, warehousing, reimbursement, customs clearance, international shipments and more.

“Program Policies Page” means the landing page:

where we will provide all the up-to-date guidelines and policies for the Affiliate Program.

"We", "us", "our", and "Forceget" means Forceget, C-Corp.

“You” and “Affiliate” means the party, other than Forceget, entering into this Agreement and participating in the Affiliate Program.

Non-Exclusivity

This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

Customer Transactions

Affiliate Program Limits.

Affiliate Lead clicked on the Affiliate Link that was made available by you. We will pay you Commission as described in the Affiliate Tool (or if applicable, in the Program Policies) for each new Customer who completes an applicable Customer Transaction after clicking on an Affiliate Lead made available by you, provided that you remain eligible to receive Commission pursuant to the terms of this Agreement.

The start of the Customer's subscription is determined by the date of the first purchase or sign up (as applicable) of the Subscription Service by the Customer and you will receive a Commission payment for that Customer Transaction only.

Eligibility.

To be eligible for Commission (i) an Affiliate Lead must be accepted and valid in accordance with the 'Acceptance and Validity' section, (ii) a Customer Transaction must have occurred, (iii) a Customer must remain a customer during the locking period in the Affiliate Tool (or if applicable, in the Program Policies).

Commission and Payment.

In order to receive payment under this Agreement, you must have: (i) agreed to the terms of this Agreement (generally completed through the Affiliate Tool); (ii) completed all steps necessary to create your account in the Affiliate Tool in accordance with our directions, (iii) have a valid and up-to-date payment method in the Affiliate Tool with such account (iv) completed any and all required tax documentation in order for the Affiliate Tool to process any payments that may be owed to you.

Commission Payment. We or the Affiliate Tool will determine the currency in which we pay the Commission, as well as the applicable conversion rate. We will not pay more than one Commission payment or other similar referral fee on any given Customer Transaction (unless we choose to in our discretion). Taxes. You are responsible for payment of all taxes and fees (including bank fees) applicable to the Commission. All amounts payable by us to you are subject to offset by us against any amounts owed by you to us. Commission Amounts. We reserve the right to alter or change the Commission amount as per the Affiliate Tool.

Training and Support

We may provide you with complimentary access to a variety of webinars and additional resources that are offered through our affiliate program. You will motivate your sales representatives and/or other pertinent personnel to pursue training and/or other certifications that we advise and may periodically make available to you if we provide you with such resources. Without prior notice, we reserve the right to modify or discontinue any or all aspects of the Affiliate Program's offerings or benefits.

Trademarks

Ours in connection with the Affiliate Program and this Agreement, you grant us a royalty-free, nonexclusive, and nontransferable right to use and display your trademarks, service marks, and logos ("Affiliate Marks").

Strict adherence to the usage requirements outlined in this section shall be maintained with regard to any utilization of our trademark that we provide to you via the Affiliate Tool throughout the duration of this agreement.

You must: (i) only use the images of our trademark that we make available to you, without altering them in any way; (ii) only use our trademarks in connection with the Affiliate Program and this Agreement; (iii) comply with our vendor kit and Trademark Usage Guidelines; and (iv) immediately comply if we request that you discontinue use. You must not: (i) use our trademark in a misleading or disparaging way; (ii) use our trademark in a way that implies we endorse, sponsor or approve of your services or products; or (iii) use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

Proprietary Rights

Forceget's Proprietary Rights. Forceget Services are protected by intellectual property laws. Forceget Services belong to and are the property of us or our licensors (if any). We retain all ownership rights in the Forceget Products. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Forceget Content, or the Forceget Products in whole or in part, by any means, except as expressly authorized in writing by us. If you wish to use Forceget Content, you must comply with our Content Usage Guidelines here.

Customer's Proprietary Rights. As between you and Customer, Customer retains the right to access and use the Customer portal associated with the Forceget Products. For the avoidance of doubt, Customer will own and retain all rights to the Customer Data.

Confidentiality

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), (i) whether orally or in writing, that is designated as confidential, and (ii) Forceget customer and prospect information, whether or not otherwise designated as confidential.

Opt Out and Unsubscribing

You will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests. For the duration of this Agreement, you will establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests.

Term and Termination

Term. This Agreement will apply for as long as you participate in the Affiliate Program, until terminated.

Termination Without Cause. Both you and we may terminate this Agreement on fifteen (15) days written notice to the other party.

Termination for Agreement Changes. If we update or replace the terms of this Agreement, you may terminate this Agreement on five (5) days written notice to us, provided that you send us written notice within ten (10) days after we send you notice of the change.

Termination for Cause. We may terminate this Agreement: (i) upon thirty (30) days' notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iii) immediately, if you breach the terms applicable to your subscription with us (if you have one), including if you default on your payment obligations to us or our affiliate, or (iv) immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

Affiliate Representations and Warranties

You represent and warrant that: (i) you have all sufficient rights and permissions to participate in the Affiliate Program and to provision Forceget with Affiliate Lead's for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this Affiliate Program will not conflict with any of your existing agreements or arrangements; and (iii) you own or have sufficient rights to use and to grant to us our right to use the Affiliate Marks.

You further represent and warrant that: (i) you will ensure that you are compliant with any trade or regulatory requirements that may apply to your participation in the Affiliate Program (for example, by clearly stating you are a Forceget Affiliate on any website(s) you own where you make an Affiliate Link available); (ii) you will accurately provide in the Affiliate Tool all websites and domains you own where you intend to use Affiliate Links to generate Affiliate Leads; (iii) you will not participate in cookie stuffing or pop-ups, false or misleading links are strictly prohibited; (iv) you will not attempt to mask the referring URL information; (v) and you will not use any mechanisms to deliver leads other than through an intended consumer. This includes sourcing leads through compilations of personal data such as phonebooks, using fake redirects or other tools or automation devices to generate leads (including but not limited to robots, Iframes, or hidden frames), or offering incentives to encourage purchases or signups.

Disclaimers

Disclaimer of Warranties. WE AND OUR AFFILIATED COMPANIES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE FORCEGET PRODUCTS, HUBSPOT CONTENT, THE AFFILIATE PROGRAM OR THE AFFILIATE TOOL FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIS) AND THE AFFILIATE TOOL MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE HUBSPOT PRODUCTS AND AFFILIATE TOOL ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE HUBSPOT PRODUCTS AND THE AFFILIATE TOOL INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

General

Amendment; No Waiver. We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, the updated Agreement will be made available to you via the Affiliate Tool and/or by email. The updated Agreement will become effective and binding on the next business day after we or the Affiliate Tool have notified you. We encourage you to review this Agreement periodically. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

Notices. Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.

Entire Agreement. This Agreement is the entire agreement between us for the Affiliate Program and supersedes all other proposals and agreements, whether electronic, oral or written, between us. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Program Policies Page. We may change the Program Policies from time to time. Your participation in the Affiliate Program is subject to the Program Policies, which are incorporated herein by reference

No Licenses. We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us, the Forceget Products, our trademarks, or any other property or right of ours.

Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

Survival. The following sections shall survive the expiration or termination of this Agreement: 'Commission and Payment', 'Proprietary Rights', 'Confidentiality', 'Effects of Termination/Expiration', 'Indemnification', 'Disclaimers', 'Non-Solicitation' and 'General'.