

Both parties wish to enter into this agreement whereby Spyder will pay the Affiliate a commission (as described below) for each client referred to Spyder by the Affiliate, subject to the terms and conditions of this agreement.

Spyder Affiliate Program Policies

The Affiliate Marketing Program Agreement applies to your participation in our Affiliate Marketing Program (the "Affiliate Program").

All Spyder Affiliates are required to complete the Agreement and remain in compliance with these terms.

This is a contract between you (the "Affiliate") and us ("Spyder").

We periodically update these Policies. We might also choose to replace these Policies in their entirety. If we update or replace the terms we will let you know via email. If you don't agree to the update or replacement, you can choose to terminate as described herein.

Definitions

"Spyder" includes a company owned, operated or controlled by Spyder Business Growth Solutions (Pty) Ltd.

"Affiliate Marketing Program" means our Affiliate Marketing Program as described in this Agreement.

"Affiliate Lead" or **"Lead"** means a customer prospect who is referred to Spyder by the Affiliate, but who has not yet signed a contract with Spyder.

"Affiliate Code" means the unique code given to you by Spyder to track your referrals.

"Recruited Affiliate" is an affiliate that has been recruited into the Spyder Affiliate Program by an existing Spyder Affiliate.

"Affiliate Policies" means the policies applicable to affiliates which we may make available to you from time to time including policies herein.

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

"Commission" means an amount described in this Affiliate Agreement for each Customer Transaction.

"Customer" means the authorized actual user of the Spyder Products/Services who has purchased or signed up for the Spyder products/services after being an Affiliate Lead.

"Customer Transactions" means those transactions by Affiliate Leads that are eligible for Commission pursuant to the terms in this Agreement. Customer Transactions may include customer purchases or customer signups.

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

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

"**Spyder Products**" means both the Subscription Services and Other Products, including but not limited to website development, mobile app development, custom software development, digital marketing, SEO, social media, but excluding hosting.

"**Program Policies**" means all the policies contained or referred to herein.

"**Other Products**" means those products and services that we offer, which are not included in the Subscription Service; and, for the purposes of this Agreement, Other Products include all of our software and marketing products, and any implementation, customization, training, consulting, additional support or other professional services, or fees for third-party products or services, but excluding hosting.

"**Subscription Service**" means any of our software or services that is subscribed to, and developed, operated, and maintained by us, accessible via any designated URL, and add-on products to our software, excluding hosting.

"**We**", "**us**", "**our**", and "**Spyder**" means Spyder Business Growth Solutions (Pty) Ltd.

"**You**", "**Your**" and "**Affiliate**" means the party, other than Spyder, entering into this Agreement and participating in the Affiliate Program.

Spyder Affiliate Program Policies

Commission

Commission Rates are set forth below for different Client Transactions.

Commissions may be based on either a once-off initial purchase or monthly subscriptions.

Commission Rates:

- Once-off purchases of a website, e-commerce store, mobile app, desktop app, custom software or any other Spyder product or service: **10% of purchase price.**
- Monthly subscription-based services including SEO, social media management but excluding hosting: **10 % of the monthly subscription price for the first twelve (12) months only.**
- The affiliate will receive **2.5% commission** every time the affiliate he/she has recruited into the program (recruited affiliate) earns a commission from us.

For all once-off purchases, commission will be payable within thirty (30) business days after the Customer makes the final payment to Spyder.

For all subscription-based services excluding hosting, monthly commission will be payable when the Customer makes payment to Spyder. For each Subscription based service, the Affiliate will be entitled to commission for 12 (twelve) months following the Subscription transaction.

The affiliate that has recruited another affiliate into the program is only eligible to receive commission only if the recruited affiliate uses that affiliate's code when applying for the Spyder Affiliate program.

Affiliates are only entitled to Commission for the specific transaction when that Customer makes payment to Spyder. For the avoidance of doubt, if the Customer does not pay Spyder for a purchase, the Affiliate will not be entitled to Commission for that purchase.

Limitations:

- For all customers, you will receive commission for the first purchase made by each new customer who is not in an active sales process with us at the time. You will not receive commission for any subsequent purchase of each customer.
- The customer has to be an active customer of Spyder for commission to be paid.
- If a customer cancels the purchase at any time, the Affiliate is not entitled to any payment, whether or not the customer has paid a deposit.
- For all subscription based purchases, commission will be paid if the customer remains an active customer of Spyder. Should a customer cancel their subscription services, the affiliate will not be entitled to the monthly commission onwards from the date of cancellation.
- Only affiliate codes can be used to track referrals. Incorrect use of affiliate codes will cause inability to track referrals.
- Fraudulent or stolen attribution is a non-payable event. If we suspect fraud, we may require you to prove that the referrals are valid.

There are a number of other limitations that may result in commission not being paid - we encourage you to read this entire agreement for more information.

Affiliate Code

Upon acceptance of this agreement by Spyder, you will be given a unique Affiliate Code. You must give this Code to Customers to use so that you can be identified as the Affiliate who referred the Customer.

- Customers can only use 1 (one) Affiliate code per purchase

- If the Customer does not insert your Affiliate Code into the Customer contract, you are not eligible for Commission. It is your duty to ensure that the Customer uses your Code when signing the Contract.

Upgrades/downgrades

The Affiliate will not receive additional commission if a Customer upgrades to a higher tiered product. If a customer downgrades, the affiliate will receive the lower commission associated with that downgrade. For subscription based products, the lower commission will be payable from the date of change onwards.

Interpretation

All policies, terms and conditions herein are at the sole interpretation of Spyder.

Attribution

A customer can only use one Affiliate Code for each Customer Transaction. We do, however, reserve the right to modify this in certain circumstances.

Promoting Spyder

Spyder Branding

Do:

- Capitalize the “S” in “Spyder”.
- Follow our Trademark Usage Guidelines herein, and our Content Usage Guidelines herein.

Do **Not**:

- Use false or misleading statements on the benefits of using Spyder (e.g. “Get rich quick with Spyder”).
- Modify or adjust the Spyder wordmark in any sort of marketing material you might create.

What to call yourself

Do: Always disclose that you're a "Spyder Marketing Affiliate" or "Marketing Affiliate".

Do **Not**: Refer to yourself as a Partner or that you've "partnered with Spyder." This includes references in videos, your website, or in any other marketing material.

Do **Not**: Refer or imply that you are an employee, agent or representative of Spyder.

Other Policies

- Survey Participation: We would encourage you to participate in any affiliate-specific or marketing surveys, etc. as we request.
- Sharing Placements: When requested, you will accurately provide all sources as well as websites and domains you own where you intend to use the Affiliate Code to generate Affiliate Leads. This includes, but is not limited to, links, screenshots, and email sends.
- Purchasing Spyder yourself: One of the benefits of the Affiliate Program is we don't require you to purchase Spyder products. Though if you decide to purchase, you may not use your own Affiliate Code to purchase Spyder products for yourself.
- You must disclose in a clear way before the Affiliate Code that you will receive commission if someone uses your code for purchases and transactions.

Compensation

The Company shall pay the Affiliate in accordance with the conditions above for each successful referral, where a successful referral is defined as a referral that becomes a client/customer of the Company by signing a contract and paying all due amounts to Spyder. The Company shall not pay the Affiliate for each unsuccessful referral, where an unsuccessful referral is defined as a valid referral candidate that does not become a client/customer of the Company; and a valid referral candidate is a potential client/customer that meets the specifications stated herein.

Reserved Rights and General Disclaimer

Spyder reserves the right: to solicit, contact, and engage any business client, whether or not referred by you and with no obligation to you whatsoever, so long as such business client does not constitute a Lead.

To the maximum extent permitted by applicable law, Spyder reserves the right to change or cancel this program at any time, at its sole discretion.

If Spyder changes the Commission terms, the new terms will only apply for new Customers and new purchases. Subscription based commission for purchases completed before the change will be paid according to the original terms.

Participants agree to abide by these rules and by the decisions of Spyder, which are final, binding and non-appealable, on all matters. Spyder is not responsible for lost, misdirected or delayed referrals.

Spyder reserves the right to reject any Affiliate application.

Spyder reserves the right to cancel any Affiliate Agreement should Spyder deem it necessary for any reason whatsoever.

Any violation of this Agreement or the Code of Conduct by the Affiliate constitutes breach of this Agreement.

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 ours and third parties.

Affiliate Acceptance

Once you complete an application to become an Affiliate and accept this Agreement, we will review your application and notify you whether you have been accepted to participate in the Affiliate Program, or not. Before we accept an application, we may want to review your application with you. We may require that you complete certain requirements before we accept your application. If we do not notify you that you are accepted to participate in the Affiliate Program within thirty (30) business days from your application, your application is considered to be rejected.

If you are accepted to participate in the Affiliate Program, then upon notification of acceptance, the terms and conditions of this Agreement shall apply in full force and effect, until terminated, pursuant to the terms herein. Further, you will need to complete any enrolment criteria set out herein, if applicable. Failure to complete any enrolment criteria within thirty (30) business days of your acceptance will result in the immediate termination of this Agreement and you will no longer be able to participate in the Affiliate Program.

You will comply with all the terms and conditions of this Agreement at all times, including any applicable Program Policies.

The Affiliate has no authority (and shall not hold itself out as having authority) to bind Spyder, and the Affiliate shall not make any agreements or representations on Spyder's behalf without Spyder's prior written consent.

Customer Transactions

Customer Transactions: Affiliate Program Limits

Each accepted Affiliate Lead will expire within 30(thirty) business days from the date the Affiliate Lead used the Affiliate Code that was made available by you.

We will pay you Commission as described herein for each new Customer who completes an applicable Customer Transaction after using the Affiliate Code 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, regardless of any additional purchases made by that customer during their Subscription Service. For example, if the initial Customer Transaction is for one Website development, and there is a subsequent purchase by that same customer for an additional product or service for the same subscription, the Affiliate will receive Commission for the initial user purchase only. The Affiliate will not be entitled to receive Commission on any additional purchases of Spyder Products/Services by that same Customer.

Customer Transactions: Eligibility

To be eligible for Commission; (i) an Affiliate Lead must be accepted and valid in accordance with the policies herein; (ii) a Customer Transaction must have occurred; (iii) a Customer must remain a customer in accordance with the policies herein; and (iv) all conditions as set out herein must be fulfilled.

You are not eligible to receive Commission or any other compensation from us based on transactions for Other Products or if: (i) such compensation is disallowed or limited by law or regulation; (ii) the applicable Customer objects to or prohibits such compensation or excludes such compensation from its payments to us; (iii) the Customer has paid or will pay such commissions, referral fees, or other compensation directly to you; or (iv) the Commission payment has been obtained by fraudulent means, misuse of the Affiliate Code,

in violation of any Affiliate Program Policies that we make available to you, or by any other means that we deem to breach the spirit of the Affiliate Marketing Program.

In competitive situations with other affiliates, we may elect to provide the Commission to the affiliate that we deem to be the most eligible for Commission, at our discretion. We may discontinue Commission payments should any of the eligibility criteria set forth herein fail to be met at any time.

Customer Transactions: Acceptance and Validity

You will only be eligible for a Commission payment for any Customer Transactions that are derived from Affiliate Leads generated by the Affiliate Code that we make available to you and are accepted by Spyder.

An Affiliate Lead will be considered valid and accepted if, in our reasonable determination: (i) it is a new potential customer of ours; and (ii) is not, at the time of submission or sixty (60) business days prior, one of our pre-existing customers, or involved in our active sales process.

Notwithstanding the foregoing, we may choose not to accept an Affiliate Lead in our reasonable discretion. If an Affiliate Lead does not purchase the Subscription Service within the time period described herein of their first use of the Affiliate Code, you will not be eligible for a Commission payment, even if the Affiliate Lead decides to purchase after the time period has expired.

An Affiliate Lead is not considered valid if their first use of the Affiliate Code is after this Agreement has expired or terminated.

Customer Transactions: Engagement with Prospects

Once we have received the Affiliate Lead information, we may elect to engage with the prospect directly, regardless of whether or not the Affiliate Lead is valid. If an Affiliate Lead is not valid then we may choose to maintain it in our database and we may choose to engage with such Affiliate Lead. Any engagement between Spyder and an Affiliate Lead will be at Spyder's discretion.

Spyder will be under no obligation to accept any Proposed Lead and may reject or decline to accept any Proposed Lead for any reason as determined by Spyder in its discretion.

In the event that Spyder accepts a Proposed Lead (each referred to as an "Accepted Lead" herein), a Spyder representative will facilitate communication with the Accepted Lead.

Should a Customer or Lead lodge a complaint against an Affiliate, Spyder will conduct an investigation. If the Affiliate is found to have breached this Agreement or acted in a negligent or unfavourable manner towards Spyder or the Lead, Spyder is entitled to take appropriate action against the Affiliate, including terminating this Agreement. Upon termination, the Affiliate will have no right to any Commissions due.

While under investigation, the Affiliate may not approach new Customers.

Commission and Payment

In order to receive payment under this Agreement, you must have: (i) agreed to the terms of this Agreement; (ii) have a valid and up-to-date payment method; (iii) completed any and all required documentation; and (iv) all conditions as set out herein must be fulfilled.

Requirements for Payment; Forfeiture

Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth herein remain outstanding for three (3) months immediately following the close of a Customer Transaction, then your right to receive Commission arising from any and all Customer Transactions with the associated Customer will be forever forfeited (each, a "Forfeited Transaction"). We will have no obligation to pay you Commission associated with a Forfeited Transaction. Once you comply with all of the requirements herein, then you will be eligible to receive Commission on Customer Transactions, as long as these Customer Transactions do not involve the same Customer associated with a Forfeited Transaction.

Commission Payment

We 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 Program Policies herein.

Training and Support

We may make available to you, without charge, various resources as part of our Affiliate Program. The Affiliate may not modify any resources without written approval from Spyder. If we make such resources available to you, you will encourage your sales representatives and/or other relevant personnel to participate in training and/or other certifications as we recommend and may make available to you from time-to-time. We may change or discontinue any or all parts of the Affiliate Program benefits or offerings at any time without notice.

Trademarks

You grant to us a non-exclusive, non-transferable, royalty-free right to use and display your trademarks, service marks and logos ("Affiliate Marks") in connection with the Affiliate Program and this Agreement.

During the term of this Agreement, in the event that we make our trademark available to you, you may use our trademark as long as you follow the usage requirements herein. 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 Trademark Usage Guidelines herein; 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. All uses of any Spyder Marks shall inure solely to the benefit of Spyder.

Proprietary Rights

Proprietary Rights: Spyder's Proprietary Rights

No license to any software is granted by this Agreement. The Spyder Products are protected by intellectual property laws. The Spyder Products belong to and are the property of us or our licensors (if any). We retain all ownership rights in the Spyder Products. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Spyder Content, or the Spyder Products in whole or in part, by any means, except as expressly authorized in writing by us. If you wish to use Spyder Content, you must comply with our Content Usage Guidelines here. Spyder, the Spyder logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission, except as otherwise set forth in this Agreement.

We encourage all customers, affiliates and partners to comment on the Spyder Products, provide suggestions for improving them. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Spyder Products, without payment to you.

Proprietary Rights: Customer's Proprietary Rights

As between you and Customer, Customer retains the right to access and use associated Spyder 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 including trade secrets, industry knowledge and proprietary information disclosed by Spyder to the Affiliate; (i) whether orally or in writing or electronically, that is designated as confidential; and (ii) Spyder customer and prospect information, whether or not otherwise designated as confidential.

Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Spyder; or (ii) was known to the Affiliate prior to its disclosure by Spyder without breach of any obligation owed to Spyder.

The Affiliate shall: (i) protect the confidentiality of the Confidential Information of Spyder using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care; (ii) not use any Confidential Information of Spyder for any purpose outside the scope of this Agreement and not use any of this proprietary information for the Affiliate's personal benefit at any time; (iii) not disclose Confidential Information of Spyder to any third party at any time; and (iv) limit access to Confidential Information of Spyder to its employees, contractors and agents. The Affiliate may disclose

Confidential Information of Spyder if required to do so under any law, statute, rule or regulation, subpoena or legal process.

The Affiliate acknowledges and agrees that any breach of this Section by the Affiliate will cause irreparable and continuing harm to Spyder, and Spyder shall be entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper without the necessity of proving damages.

All Proprietary Information is and shall remain the sole property of Spyder and shall be returned by the Affiliate to Spyder upon termination of this Agreement, or earlier, if requested by Spyder.

This section remains in full force and effect even after termination of the Agreement.

Opt Out and Unsubscribing

You will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests from potential customers. 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

The Term of this Agreement shall commence on the Effective Date and shall continue indefinitely in full force and effect from the date of this Agreement (the "Term") unless earlier terminated by either party in accordance with the termination conditions herein.

Termination Without Cause

Both you and we may terminate this Agreement on thirty (30) business 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) business days' written notice to us, provided that you send us written notice within three (3) business days after we send you notice of the change.

Termination for Cause

We may terminate this Agreement: (i) upon thirty (30) business days' notice to you of a material breach if such breach remains uncured at the expiration of such period; (ii) upon

fifteen (15) business days' notice to you of non-payment of any amount due to us if such amount remains unpaid at the expiration of such period; (iii) 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; (iv) 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 (v) 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.

Upon termination, the Affiliate waives the right to all compensation due and owing for referrals made prior to the date of termination, but not yet paid.

Effects of Termination

1. Termination of this Agreement: (i) without cause by us; or (ii) by you according to the 'Termination for Agreement Changes' section, shall not affect our obligation to pay you a Commission, so long as the related payment by the Customer Transaction is recognized by us within thirty (30) business days after the date of such termination or expiration.
2. We will not pay you Commission on Customer Transactions recognized by us after thirty (30) business days after the date of such termination or expiration set out in the above clause (1).
3. In the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Commission will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Commission prior to the date of termination.
4. Except as expressly set forth in this section, you are not eligible to receive a Commission payment after termination of this Agreement.
5. Upon termination, you will discontinue all use of any material that we make available to you for your participation in the Affiliate Program. Upon termination, you will immediately discontinue all use of our trademark and references to this Affiliate Program from your website(s) and other collateral.
6. Upon termination or expiration, an Affiliate Lead is not considered valid, and we may choose to maintain it in our database and engage with such a prospect.
7. For the avoidance of doubt, termination of this Agreement shall not cause a Customer's subscription agreement to be terminated.

Affiliate Representations and Warranties

- You represent and warrant that: (i) you have all sufficient rights and permissions and are fully authorized to participate in the Affiliate Program and to provision Spyder 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 Spyder Affiliate on any website(s) you own where you make an Affiliate Code available); (ii) you will not purchase ads that direct to your site(s) or through an Affiliate Link that could be considered as competing with Spyder's own advertising, including, but not limited to, our branded keywords. If running ads, you must direct the ad to your own website; (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; and (v) you will not use any mechanisms to deliver leads other than through an intended consumer. This includes sourcing leads through compilations of personal data, 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.

Indemnification

The Affiliate will indemnify us against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the Affiliate, or its respective successors and assigns that occurs in connection with this Agreement.

This section remains in full force and effect even after termination of the Agreement by either party.

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, successors and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the Affiliate Program; (b) our use of the prospect data you provided to us; (c) your non-compliance with or breach of this Agreement; (d) your use of the Affiliate Code; or (e) our use of the Affiliate Marks. We will: notify you in writing within thirty (30) business days of our becoming aware of any such claim; give you sole control of the defence or settlement of such a claim; and provide you (at your expense) with any and all

information and assistance reasonably requested by you to handle the defence or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

Disclaimers; Limitations of Liability

Disclaimers; Limitations of Liability: Disclaimer of Warranties

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, SPYDER MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS AGREEMENT TO AFFILIATES OR ITS LEADS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SPYDER PRODUCTS, SPYDER CONTENT OR THE AFFILIATE PROGRAM FOR ANY PURPOSE. WE EXPRESSLY DISCLAIM AND EXCLUDE ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER STATUTORY, EXPRESS OR IMPLIED, WITH REGARD TO THE SPYDER PRODUCTS AND SERVICES. TO THE EXTENT PERMITTED BY LAW, THE SPYDER PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WITHOUT LIMITATION, SPYDER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING: (I) THE AMOUNT OF REVENUE THAT AFFILIATES MAY RECEIVE UNDER OR IN CONNECTION WITH THIS AGREEMENT; AND (II) ANY ECONOMIC OR OTHER BENEFIT THAT AFFILIATES MIGHT OBTAIN THROUGH ITS PARTICIPATION IN THIS AGREEMENT. SPYDER WILL NOT BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Disclaimers; Limitations of Liability: No Indirect Damages.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SPYDER BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS OPPORTUNITIES.

Disclaimers; Limitations of Liability: Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL SPYDER BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF

DELAY OR FAILURE OF DELIVERY, FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA.

IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL COMMISSION AMOUNTS YOU HAVE ACTUALLY EARNED FOR THE RELATED CUSTOMER TRANSACTIONS IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

General

The affiliate will not in any way whatsoever publicly disparage, slander, or make any negative or unfavourable claims about Spyder. This applies to any verbal, written or digital means including social media platforms.

Waiver

The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

Amendment

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 email. The updated Agreement will become effective and binding three (3) business days after we have notified you. If you don't agree to the update, change or replacement, you can choose to terminate as we describe herein.

Applicable Law

This Agreement shall be governed by the laws and jurisdiction at the discretion of Spyder, without regard to the conflict of law provisions thereof. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be at the discretion of Spyder.

Force Majeure

Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

Actions Permitted

Except for actions for breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than three (3) months after the cause of action has accrued.

Relationship of the Parties

Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

Compliance with Applicable Laws

You shall comply, and shall ensure that any third parties performing sales or referral activities on your behalf comply, with all applicable foreign and domestic laws (including without limitation export laws and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public. Export laws and regulations and any other relevant local export laws and regulations may apply to the Spyder Products. You will not directly or indirectly export, re-export, or transfer the Spyder Products to prohibited countries or individuals or permit use of the Spyder Products by prohibited countries or individuals.

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 full force and effect as valid and enforceable.

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.

To Spyder: spyder@spyder.digital

To you: your contact address as provided in our Affiliate account information for you.

We may give electronic notices specific to you by email to your e-mail address on record. We may give notice to you by telephone calls to the telephone number on record.

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. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Spyder Products or dependent on any oral, written or electronic public comments made by us regarding future functionality or features of the Spyder Products.

This Agreement may not be modified, revised, altered, added to, or extended in any manner, or superseded except by an instrument in writing signed by the parties hereto.

This Agreement shall be binding upon, and shall inure to, the benefit of the parties hereto and their successors, assigns, heirs and estates.

Assignment

You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

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.

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 Spyder Products, our trademarks, or any other property or right of ours.

Sales by Spyder

This Agreement shall in no way limit our right to sell the Spyder Products, directly or indirectly, to any current or prospective customers.

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', 'Commission Rates', 'Commission and Payment', 'Customer Transactions: Engagement with Prospects', 'Interpretation', 'Proprietary Rights', 'Confidentiality', 'Effects of Termination', 'Indemnification', 'Disclaimers; Limitation of Liability', and 'General'.

You are opting in and accepting: [Terms and Conditions](#) | [Privacy Policy](#) |

Refer to our [Privacy Policy](#) for POPIA compliance.

Trademark Usage Guidelines

Spyder, the Spyder logos, and other marks that we use are our trademarks (or simply, “marks”). As laid out in our Website Terms and Conditions, these are Spyder’s intellectual property and you may only use them within the scope of your affiliate agreement.

If we think that your use of our property is in violation of any of our legal terms or these guidelines, or if we feel that your use isn’t in Spyder’s best interest, we can revoke your right to use our property at any time.

If you’re looking to link to our site, republish our images, or reference our text content, adhere to our Content Usage Guidelines.

For Spyder affiliates:

If you want to use our marks and logos outside the scope of your affiliate agreement with us or in a way that implies we endorse, sponsor or approve of your services or products, you will need to seek written permission from us by email.

Your use of our marks should not suggest any sponsorship or endorsement by us, and shouldn’t confuse our brands with any other brands. This means that you can only use our marks and logos in a manner which does not suggest any sponsorship or endorsement by us unless you receive written permission from us. You can’t use or register a domain name that incorporates or is similar to our trademarks.

You may not:

- Combine or incorporate any of our marks with your name, your marks, your logo or any generic terms in a manner outside the scope of this agreement
- Change the colour, Photoshop or otherwise modify our logo
- Use old versions of our logos
- Add words directly around the logos or overlap our logo with shapes or photos
- Associate our marks with any vulgar, obscene, indecent or unlawful material
- Translate our marks into other languages

You may use a Spyder trademark, brand name, or product name in a referential phrase to describe that your business uses Spyder or offers products or services related to Spyder, and provided:

- Your use of the Spyder word mark is referential and less prominent than your own business name or brand in the rest of the description.
- Your use, mention, or reference to Spyder and/or its products does not deprecate Spyder and/or its products.

- You include a disclaimer, such as: “This is independent of Spyder, and is not authorized by, endorsed by, sponsored by, or otherwise approved by Spyder.”

You may not create any social media account whose username or title could suggest endorsement by us, without our written approval.

You may not use our marks in any advertising creative or copy (digital, social, PPC or otherwise), without our written approval.

You may not use a trademark, domain name, or logo that is confusingly similar to our marks.

Spyder Content Usage Guidelines

Feel free to share links to any of our content by email and social media.

Feel free to republish in full any Spyder-original images (such as charts or infographics), or videos by copying or embedding them and including them in your content, as long as you honour the Content Attribution guidelines.

Feel free to reference or quote any of our text content in your own blog articles, presentations, documents, etc. as long as you honour the Content Attribution guidelines.

Unfortunately, we can't let you republish in full any of our text-based content (blog articles, PDFs, DOCs) on the web. Why? Well, duplicate content is just bad for SEO, and Google will hate us for it.

You cannot make money off of our content.

You cannot claim our content as your original ideas (i.e. using our content and publishing it on a channel as your own). We love that you want to share it, but please just share the original link instead. Thank you!

Content Attribution Guidelines

- Attribute Spyder as the source.
- Link to the original Spyder source you're referencing:
- For references to a Spyder blog article, link to the URL of the specific blog article you're referencing.
- For references to Spyder's downloadable content offers behind a form, please link to the landing page URL with the form for that individual offer.

Spyder CODE OF CONDUCT for Affiliates

This Code of Conduct, as may be amended, supplemented or revised from time to time, forms an integral part of the General Terms and Conditions of Spyder.

All Affiliates must comply with this Code of Conduct in full.

Each Affiliate is and remains responsible and liable for its actions and Spyder assumes no responsibility or liability to that respect. For the avoidance of doubt, Spyder is not responsible for content on third party websites and does not accept any liability for content on third party websites.

All Affiliates commit to upholding high ethical standards in their conduct. Affiliates will act with integrity, fairness and respect at all times, and particularly in their interactions with customers. Affiliates will hold themselves accountable for the maintenance of the standards of this Code of Conduct

1. Each Affiliate must comply with all laws, rules and regulations that are applicable to their activities, including but not limited to those pertaining to marketing, privacy, social media, consumer protection, data protection and advertising.

All Promotional Methods are subject to Spyder's prior written approval. You agree that you will immediately terminate any Promotional Method at any time, with or without prior notice or cause at Spyder's request.

The Affiliate shall at all times refrain from any illegal, unlawful or inappropriate acts (such as, but not limited to: criminal acts (e.g. discrimination, racism, defamation, abuse, phishing, fraud, SPAM etc.), tortuous acts, copyright infringement, trade mark infringement or infringement of any other intellectual property rights, privacy infringement, the use of malware or spyware etc.)

The Affiliate shall at all times refrain from manipulation, concealment, unfair abuse of privileged information, misrepresentation of facts, unfair business practices or any other illegal trade practice.

2. Each Affiliate must in any event:

- refrain from using personal information about someone (including his/her name) unless the Affiliate has the prior written approval from the relevant person;
- further comply with all applicable industry best practices and guidelines, code of ethics and/or guidelines set forth by relevant authorities. This includes that each Affiliate must guarantee that all reviews are clear and honest and that all reviews comply with consumer and advertising guidelines regarding testimonials and

endorsements, including, but not limited to: the disclosure of (i) a material connection between the endorser and Affiliate; (ii) requests made to provide an endorsement; or (iii) any compensation received by the endorser for its endorsement. Affiliates shall never use the word “free” or use a substantially equivalent claim, except if such claim is accurate;

- not make any misrepresentations or publish misleading information;
- not modify or hide any specific disclosures or disclaimers;
- observe and comply with the terms, conditions, guidelines and policies of all third party services they use, including but not limited to social media services, search engine marketing systems and other third party services;
- refrain from using sweepstakes entries, lotteries, rewards, points or other participation incentives in their activities; not promote through CPA networks; not syndicate or broker offers to any third party without Spyder’s prior written approval;
- not include price information in their activities without prior written approval;
- not circumvent any security measures or tracking systems nor attempt to automate or falsify activity through the links or Affiliate code;
- not modify the links or transaction tracker codes in any way;
- not post content material on public message boards, chat rooms, in public areas of social networking and/or job sites without Spyder’s prior written approval;
- not create the impression that the website of the Affiliate or its services are provided or endorsed directly by Spyder;
- not display any content next to or one click away from third party content, if such third party content in itself would be in violation of this Code of Conduct;
- comply with all data protection laws, rules and regulations in all relevant jurisdictions;
- comply with all international trade laws and regulations
- comply with all reasonable requests from Spyder, including but not limited to, in respect of Spyder’s Notice and Takedown Procedure.
- not make any false representations in connection with any Spyder transactions including, but not limited to, oral misrepresentations of fact or the promotion or utilization of false documentation such as non-genuine customer purchase orders, fraudulent or forged contracts, forged letters of destruction or any other false or inaccurate records
- avoid activities and circumstances that create or appear to create actual or potential conflicts of interest between their own interests and the interests of Spyder.
- must notify Spyder if they become aware of any unauthorized use of the Spyder intellectual property.

3. In case an Affiliate makes use of automated systems or software for its activities, that Affiliate shall make sure that the use thereof shall not lead to a breach of this Code of Conduct. The relevant Affiliate is responsible and liable for any actions so taken.

4. An Affiliate is solely responsible and liable for the development, operation and maintenance of its website(s) and database(s) and for any and all content that may appear on its website(s).

5. Affiliates shall ensure that all its activities comply with relevant legal rules and regulations regarding SPAM and shall ensure that at least the following terms are met:

- all email lists must be opt-in lists whereby the recipient has pre-approved and agreed to receive email messages specifically from the Affiliate. No rented, leased or third party lists may be used;
- an Affiliate may not advertise in any way that effectively conceals or misrepresents its identity, its domain name or their return e-mail address;
- the Affiliate is the sender of the email, pursuant to (anti-)SPAM rules (this includes that (i) the Affiliate must be identified in the "From:" field of the email, (ii) the Affiliate must state in the email how the Affiliate obtained the recipient's email address and (iii) the Affiliate must make it clear that Spyder is not the sender of the email);
- prior to sending any emails, each Affiliate must submit its mailing list to Spyder's designated third party list-cleansing service to remove any names that are on Spyder's suppression list;
- an Affiliate shall not send email traffic from its own databases or from third party databases to any of the Spyder offers or the Spyder network. All traffic related to email promotions will be rejected and marked as unqualified.

6. An affiliate shall delete, recall and cease the use of content of Spyder immediately after their participation in the relevant program ends.

7. An Affiliate represents and warrants that it will respond to all Customer complaints within twenty-four (24) hours of notification.

8. Each Affiliate shall maintain a privacy policy ("Affiliate Privacy Policy") that complies with all applicable privacy laws, rules and regulations in each relevant jurisdiction. The Affiliate Privacy Policy shall at least include that each website of an Affiliate allows third parties, including Clients, to place content within its media, and that each such website is allowed to share any information so collected with third parties, such as Clients, as contemplated thereunder.

9. In case of an alleged breach of this Code of Conduct by an Affiliate, that Affiliate shall comply with all investigations and requests from or on behalf of Spyder and the relevant Affiliate shall provide all information necessary in connection with such investigation or inquiry to Spyder.

10. Each Affiliate acknowledges that in the event that the Affiliate has breached this Code of Conduct, its name and address may in certain circumstances be disclosed by Spyder to a third party.

11. Each Affiliate acknowledges and agrees that by accepting this agreement (or similar links as may be designated by Spyder) the relevant Affiliate agrees to the relevant agreement(s), terms and conditions or further code(s) and/or procedure(s) and that by doing so that Affiliate is submitting a legally binding electronic signature and is entering into a legally binding contract. The relevant Affiliate acknowledges that that Affiliate's electronic submission constitutes Affiliate's agreement and intent to be bound by the relevant agreement(s), terms and conditions or further code(s) and/or procedure(s).

12. Spyder may amend, supplement or revise this Code of Conduct at any time and such amended, supplemented or revised Code of Conduct shall be applicable as per the policies herein.

13. EACH AFFILIATE ACKNOWLEDGES AND AGREES THAT A VIOLATION OF THIS CODE OF CONDUCT MAY RESULT IN TERMINATION FROM THE PROGRAM, THE FORFEITURE OF ANY AFFILIATE COMMISSIONS AND THE REQUIREMENT TO RETURN ANY AFFILIATE COMMISSIONS OBTAINED BY MEANS THAT ARE IN BREACH OF THIS CODE OF CONDUCT.

14. Affiliates must not permit or engage in any unethical practices, corruption, extortion, or bribery – whether they are working with government officials or solely in the private sector. Affiliates must not offer, give, or authorize any gift, loan, fee, reward, bribe, or other advantage to any customer, government official or government employee to improperly influence any action or decision.

15. Affiliates must not propose, discuss, exchange information regarding, or enter into an understanding or agreement, with any competitor concerning:

- Spyder's costs, prices, discounts or other terms or conditions of sale;
- Spyder's profits or profit margins;
- Spyder's allocation of product, customers, markets, or territories;
- Spyder's limitations on production or supply;
- Bids or the intent to bid on Spyder's products and/or services.

16. Apply the following standards when serving clients:

- Design and execute client campaigns in a manner that upholds the integrity of the client, Spyder, our affiliates, and our industry.
- Act in the best interest of the client, while at the same time observing the interests of society and the public good. Avoid taking any action that may discredit the client, Spyder, our affiliates, and our industry.

- Be committed to accuracy, honesty and transparency in advancing the interests of the client and in communicating with the public. Do not disseminate false or misleading information or omit critical information that is essential to avoid misinformation. Act promptly to correct erroneous communications for which you may be responsible.

END OF TERMS