

TERMS AND CONDITIONS OF THE ASSISTIV.AI AFFILIATE PROGRAM

Effective date: 31st May, 2024.

Introduction

These terms and conditions ("**Affiliate Terms**") are intended to regulate the rules applicable to the affiliate program ("**Affiliate Program**") of Assistiv.AI ("**Company**").

By joining the Affiliate Program, the Company grants You, as an Affiliate, the possibility of placing on your Affiliate Site banners, links and other forms of advertising that are linked to the Website, to enable the redirection of any users to the Website. When these Redirected Users make purchases on the Website, You may receive Referral Fees, as set out in these Affiliate Terms.

Definitions

We use these basic terms throughout these Affiliate Terms, and they have specific meanings. You should know what we mean when we use each term. There won't be a test, but it's still useful information.

"**Account**" refers to an authorization granted to an individual person, company or organization to log on to the Website and use the Service.

"**Affiliate**" or "**You**" refers to the individual person, company or organization that joins to these Affiliate Terms and participates in the Affiliate Program.

"**Referral Link**" refers to the URL link provided by the Company to the Affiliate that will identify any advertisements made by the Affiliate on its Affiliate Site, as well as the Redirected Users.

"**Advertising Material**" refers to technical materials, links, HTML code, banners, graphics or any other documents that refer or redirect to the Website.

"**Service**" refers to the applications, software, products and services provided by Assistiv.AI, including any Beta Versions.

"Affiliate Site" refers to an Internet domain or social network profile owned by the Affiliate.

"User" refers to the individual person, company or organization that has an Account on the Website.

"Redirected User" refers to Users who have been redirected to the Website via an Affiliate Referral Link.

"Website" refers to the Assistiv.AI Website located at www.assistiv.ai, and all content, services and products provided by the Company at or through the Website. These Affiliate Terms also govern Assistiv.AI's conference websites and product websites. From time to time, websites owned by the Company may provide different or additional terms of service. If those additional terms conflict with these Affiliate Terms, the more specific terms apply to the relevant page or service.

Acceptance

These are the Affiliate Terms governing the Affiliate Program. These Affiliate Terms set out the rights and obligations of all Affiliates, so that your participation in the Affiliate Program is conditional on your acceptance of and compliance with these Affiliate Terms.

By registering for the Affiliate Program, the Affiliate agrees to be bound by these Affiliate Terms. If you do not agree to any part of these Affiliate Terms, then you may not register for the Affiliate Program.

Your participation in the Affiliate Program must not violate any applicable laws, including copyright or trademark laws, export control or sanctions laws, or other laws in your jurisdiction. The Affiliate is responsible for ensuring that its participation in the Affiliate Program follows the laws and any applicable regulations.

Your participation in the Affiliate Program is also conditioned on your acceptance of and compliance with the Terms and Conditions and Privacy Policy of Assistiv.AI. Our Privacy Policy describes our policies and procedures regarding the collection, use and disclosure of your personal information

when you use the Website and Services and informs you of your privacy rights and how the law protects you.

Subscription and Registration

To participate in the Affiliate Program, You must register at the following link <https://assistiv-ai-1.getrewardful.com/signup>, where you must identify yourself and provide some information, such as Legal name and Email address ("**Subscription**").

The Subscription may be accepted or rejected at the Company's sole discretion, and the Subscription will automatically be rejected if any information provided is incorrect or incomplete, if You are under 18 years old, if Your site promotes material of a sexual, pornographic, violent or defamatory nature, or if You or your site infringe or violate any applicable laws or the intellectual property rights of any person.

If Your Subscription is accepted, You will receive a confirmation e-mail with details so that You can access your affiliate page, where You can access your Referral Links, any Assistiv.AI Advertising Materials and your Referral Fees reports ("**Affiliate Page**"). You must keep your access data (login and password) for the Affiliate Page secure.

On the Affiliate Page, You may change any registration information provided in the Subscription, and it is Your responsibility to keep such information accurate and up to date. All official communications related to the Affiliate Program will be sent by e-mail address provided in the Subscription form and, if necessary, updated on the Affiliate Page.

Reference Link and Ways of Advertising

Once You are approved for the Affiliate Program, You may make the Referral Link and any Assistiv.AI Advertising Materials available on Your Affiliate Site ("**Advertising**").

For the Advertising, You represent and warrant that You will comply with the following obligations:

- (i) Provide the Referral Link and Advertising Materials in the correct format as specified by the Company. Notwithstanding the e-mail notifications, You should regularly access your Affiliate Page to check for any updates regarding the Referral Link and Advertising Materials, so that the Advertising process takes place in a consistent and accurate manner;
- (ii) Not to modify or alter the Advertising Materials in any way;
- (iii) Take full responsibility for the development, operation, maintenance and updating of your Affiliate Site, and must respect all copyright laws and other applicable regulations in relation to the materials to be placed on your Affiliate Site;
- (iv) Not to send bulk e-mails in the process of Advertising, nor to carry out Advertising through paid advertising, purchasing of media or any keywords or terms that refer to the Website or the Company;
- (v) Not publicizing the prices of the Services; and
- (vi) Do not use cookie-stuffing techniques or techniques to generate artificial clicks and impressions in the Advertising process, and it is expressly forbidden to use any means, technique or procedure aimed at receiving Referral Fees from Users who have not actually been redirected to the site by their respective Redirect Link.

Referral Fees and Payment Method

If any Redirected User purchases Services on the Website, You, as an Affiliate, will be entitled to receive a referral fee, as described below ("**Referral Fees**"):

- (i) The amount of the Referral Fees will correspond to 20% on all payments within the first 12 months made by the Redirected User;
- (ii) The Referral Fee will be paid monthly into a PayPal account indicated by You, upon issuance of the respective invoice. The Company may withhold payment of the Referral Fees for a period of more than one (1) month if this additional period is necessary to ascertain the correct amount of the respective Referral Fees;

(iii) You are responsible for all charges, fees, taxes, exchange rates, surcharges and other expenses incurred in receiving the Referral Fees;

(iv) The Company may not pay the Referral Fees amounts if: (a) Your Subscription in the Affiliate Program is cancelled due to violation of these Affiliate Terms; (b) payment of Referral Fees to You is found to be illegal by any applicable jurisdiction, including due to risk analysis of the Anti-Money Laundering and Terrorist Financing Policy; (c) the Redirected User cancels the purchase made on the Website or has its payment reversed; (d) the Referral Fees are due to fraudulent, illegal, overly aggressive or questionable sales or marketing methods; (e) your Affiliate Page remains inoperative for more than 6 months; and (f) the Company considers that the Redirected User is a fake or artificial user.

The structure of the Referral Fees and its respective payment may be altered at the sole discretion of the Company, as well as the prices of the Services will be defined entirely by the Company, which may alter them without any prior consent or notification to the Affiliates.

Representations and Warranties

By enrolling in the Affiliate Program, You represent and warrant that:

(i) The Company may monitor your Affiliate Site for compliance with these Affiliate Terms. If the Company notifies You to change any Advertising provision on your Affiliate Site due to non-compliance with these Affiliate Terms, You must comply with this request within a maximum of twenty-four (24) hours, under penalty of exclusion from the Affiliate Program;

(ii) You will not register, purchase or use the Company name, any of its variations, or any expression that refers to the Company name, in the domain of any websites or social network profiles;

(iii) Your Affiliate Site may not, with the exception of Advertising Material, replicate images or any media of the Company, including any imitation of the visual identity of the Company or the Website, as well as any attempt to create the appearance that the Affiliate Site is part of the Company;

(iv) Your Affiliate Site may not contain any spyware, malware, viruses and the like or any software application that is not expressly and knowingly authorized by the users of your Affiliate Site;

(v) You are solely and exclusively responsible for any content made available on your Affiliate Site, and you undertake to hold the Company harmless from any claims that exist or may exist in relation to your Affiliate Site;

(vi) All representations and warranties made in these Affiliate Terms are complete, accurate and true;

(vii) In the event that you work with sub-affiliates, you will ensure that all sub-affiliates fully comply with the provisions set out in these Affiliate Terms, and you will be solely and exclusively responsible for the sub-affiliate's compliance;

(viii) You will not, under any circumstances, use the Referral Link or the Advertising Materials in a discrediting manner, nor will you make any discrediting references to the Company, the Website, the Services or the Affiliate Program;

(ix) These Affiliate Terms constitute a legal, valid and binding obligation, enforceable in accordance with its terms and conditions; and

(x) You are duly authorized to join to these Affiliate Terms.

Intellectual Property

The Company and its licensors, vendors, agents, and/or content providers retain ownership of all intellectual property rights of any kind related to the software, the Services and the Website, so that all rights not expressly granted to the Company under these Affiliate Terms are reserved to the Company. The appearance of the Website and the Services are the property of the Company. All rights are reserved. You may not duplicate, copy, or reuse any part of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from the Company.

If Your membership in the Affiliate Program is terminated for any reason whatsoever, You shall immediately cease any Advertising and refrain from sharing the Referral Link and any Advertising Material.

Relationship between the Parties

There is no joint venture, partnership, contract, employment, agency or commercial representation relationship between You and the Company.

Disclaimer of Warranties

The Company's Services are provided on an "as is" basis, and the Company makes no promises or warranties about these Services as set forth in the Terms and Conditions.

Disclaimer and Limitation of Liability

The Company and any of its employees, representatives or shareholders shall in no event be liable for any amount or type of loss or damage that may result to You (including, without limitation, any direct, indirect, punitive or consequential loss or damage, or any loss of income, lost profits or goodwill) in connection with this Affiliate Program.

It is certain that in the event that the Company is held liable for any loss or damage in relation to You, the amount of compensation owed by the Company shall not exceed the total amount of Referral Fees already paid to You.

Release and Indemnity

If You have a dispute with one or more parties, whether or not related to the Advertising or the Affiliate Program, You agree to release the Company from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You agree to indemnify and hold harmless the Company, its employees, representatives, shareholders and other Affiliates, against any and all claims, suits or other proceedings based on or arising out of any claim resulting from

your violation of these Affiliate Terms. You shall pay any and all costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Company in connection with or arising out of any such claim, suit or proceeding.

Term and Termination

The term of these Affiliate Terms shall commence upon approval by the Affiliate Program and may be terminated by either party at any time upon prior notice by e-mail.

Modification

The Company may revise, amend or update these Affiliate Terms at its sole discretion, in which case you will be notified by e-mail of any changes to these Affiliate Terms and must agree to such changes, failing which you will be excluded from the Affiliate Program. The continuance of the Advertising after notification of any modifications by e-mail shall be deemed to be consent to such modifications.

Modifications to these Affiliate Terms shall be deemed effective upon posting on the Website and notification by e-mail, unless otherwise specified.

Contractual Obligation

You agree that, by signing up to the Affiliate Program, you agree to enter into and be bound by a legal contract with the Company. If you do not agree to these Affiliate Terms, you should not register for the Affiliate Program.

Even if the Company does not exercise its rights immediately or fails to exercise any rights in a particular case, this does not mean that the Company waives its rights under these Affiliate Terms, and the Company may decide to enforce them in the future. If the Company chooses to waive any of our rights in specific cases, this does not mean that the Company waives its rights as a whole or in the future.

General Provisions

If any provision of these Affiliate Terms is held to be invalid or unenforceable, all other provisions shall remain in full force and effect. In such case, the invalid or unenforceable provision shall be replaced by a similar provision based on the context and other conditions of these Affiliate Terms.

No right or obligation arising from these Affiliate Terms may be assigned by You to any third party without the express consent of the Company.

These Affiliate Terms may have been translated. You agree that the original English text will prevail in the event of a dispute.

Governing Law

These Affiliate Terms are governed in accordance with Brazilian law. Any disputes or controversies arising from any acts carried out within the scope of the Affiliate Program, including in the event of non-compliance or violation of other rights, will be processed in accordance with this legislation.

If You have any concerns or disputes about the Affiliate Program, You agree to first try to resolve the dispute informally by contacting the Company.

Contact

If you have any questions about these Affiliate Terms, you can contact the Company by sending an e-mail to hello@askcodi.com.