

KrispCall Affiliate Program Terms and Conditions.

Affiliate Program Agreement

This Affiliate Program Agreement (the "Agreement") is entered into by and between KrispCall Pte. Ltd. ("KrispCall") and you, the business entering into this Agreement ("Affiliate").

This Agreement governs the terms of KrispCall's Affiliate Program (the "Affiliate Program"). By applying to the Affiliate Program, the Affiliate agrees to be bound by this Agreement as well as KrispCall's [Terms of Service](#) and [Privacy Policy](#).

As an affiliate partner of KrispCall, you agree to abide by these terms when promoting or directing traffic to the KrispCall website. Violations of these terms may result in the termination of your affiliate account and forfeiture of outstanding affiliate commissions owed.

Please review the terms carefully and [contact us](#) with any questions before joining our affiliate program. We look forward to working with you!

Affiliate Program Overview

KrispCall offers an affiliate program designed to reward individuals and businesses ("Affiliates") for referring customers to our cloud telephony services.

Affiliates will receive a **commission payment of 30% for a lifetime** on each new customer referred through their unique affiliate referral link. This commission is earned when the referred customer signs up for our services. The **tracking cookie's duration is set to 90 days**.

No additional commission will be earned in the case of:

- The customer signs up through the affiliate partner's referral link for an **initial subscription plan** and then upgrades to a **higher-tier subscription plan** later.

The commission percentage will solely be calculated based on the initial subscription plan the referred customer signed up for, regardless of any future upgrades.

Be assured that we stand firm on this policy, and will not make any exceptions.

Affiliate Eligibility

KrispCall's Affiliate Program is designed to create mutually beneficial partnerships with individuals and entities that share our values and are committed to promoting our products and services responsibly.

To be eligible to participate in our affiliate program, affiliates must meet the following criteria:

- Operate a website, app, or other platforms (Social Media, YouTube Channel) capable of promoting KrispCall services.
- Draw traffic and visitors relevant to KrispCall's offerings.
- Comply with all relevant laws and regulations.
- Not be an existing KrispCall customer.
- Not engaged in activities that could negatively impact KrispCall's brand reputation, such as promoting hate speech, discrimination, or illegal material.
- Not involved in deceptive or unethical marketing practices, such as false claims or misleading advertisements.
- Not involved in the use of spam or engaging in unsolicited email marketing to promote KrispCall services.
- Agree to KrispCall's [terms of service](#), [disclaimer](#), and [privacy policy](#).
- Provide valid contact information and payment account details.

Affiliate Commissions and payments

The commission is based on a **Workspace subscription** through the unique affiliate referral link.

Some criteria in commission include:

- **Refund Policy:** Refunded accounts will not be eligible for affiliate commissions.
- Commissions will be paid for each new referral subscription through our affiliate management platform, **Partnerstack** with payments facilitated via a secure payments platform such as **Stripe or Paypal**.
- Payments are verified and paid out the month after your commission is earned. For example, any commissions earned in February will be available on March 20th. To receive payments, Affiliates must keep all account information updated and complete in our affiliate program **Partnerstack** account to properly receive payments. Affiliates must maintain the payment account information associated with their affiliate account to receive commission payouts. KrispCall is not responsible for incorrect or incomplete payment information that results in

non-delivery of payments. The Payment Platform will reflect the payment history to the Affiliate. The parties agree that:

- **(a)** The data shown in the Payment Platform will govern payments to be made, subject to KrispCall's right to correct errors based on its records; and
 - **(b)** Records and payments will be deemed complete, and incontestable.
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- To ensure efficient payment processing, affiliates should be aware that the minimum payout threshold is \$5. Commission earnings will accumulate in the affiliate's account until this threshold is reached. Once the threshold is met, the affiliate will receive their commission payment on the 20th of every month.
 - Affiliate's account remains inactive for a continuous period of 6 months and the account balance is less than \$5 during this inactive period. In that case, KrispCall has the right to deactivate the affiliate's account from the system. In such cases, any commissions accrued in the account that fall below the minimum payout threshold of \$5 will be lost and not eligible for payment.
 - KrispCall reserves the right to adjust the commission rate, payout threshold, or program terms at any time with/without prior notice to affiliates.
 - KrispCall reserves the right to withhold commission payments if it determines violations of this Agreement have occurred.
 - Affiliates are responsible for reporting and paying any taxes or fees associated with their commission earnings following their local tax laws and regulations.
 - A referral made to an already existing Qualified Referral referred by a third party will be considered a "Current Customer Referral". Affiliates will not receive a Referral Fee or any other compensation for a Current Customer Referral.

Affiliate Responsibilities

- Affiliates are responsible for ensuring that their promotional activities comply with all applicable laws and regulations, including but not limited to privacy, spam, scam, and consumer protection laws.
- Affiliates may not engage in any form of false or misleading advertising, including misrepresenting KrispCall's products or services.
- Disclose your affiliation with KrispCall when promoting our products and services. Transparency is vital to maintaining trust with customers.
- Affiliates are responsible for keeping their contact and payment information up to date within their affiliate account.

- Affiliates are **strictly prohibited from utilizing cookie stuffing techniques**, which involve the placement of tracking cookies without the genuine engagement of potential customers clicking on the Affiliate's dedicated Affiliate Link.
- Affiliates bear the full responsibility for ensuring the proper functionality of their tracking codes before directing traffic toward KrispCall servers. Any modifications made to the links are the sole and exclusive responsibility of the Affiliate.
- Affiliates must adhere to all relevant laws and regulations when promoting Krispcall's services, including but not limited to, advertising standards, privacy laws, and consumer protection regulations.
- Affiliates should engage in ethical marketing practices and avoid any deceptive, misleading, or spammy tactics in their promotional efforts.
- Affiliates **cannot refer themselves** to KrispCall's services to earn commissions or can not use their affiliate referral links for their purchases of KrispCall services. This will result in disqualification from the program.
- Affiliates should ensure that all information they provide about Krispcall's services, pricing, and features is accurate and up-to-date. Involve in the active promotion of Krispcall's virtual phone number services positively and honestly.
- Any content created by affiliates to promote Krispcall should be of high quality and relevance to the target audience.

Coupon Code Usage

Affiliates who wish to promote KrispCall with coupon codes for promotional purposes must send their request via email to affiliate@krispcall.com.

KrispCall's team will review each affiliate's request for coupon codes. The approval of coupon code requests will be solely determined by KrispCall based on factors such as affiliate performance, audience size, website traffic, promotional strategies, and adherence to our affiliate policy.

KrispCall is committed to fair distribution practices and will evaluate each request objectively. However, approval is not guaranteed, and KrispCall reserves the right to deny coupon code requests without providing a specific reason.

These coupon codes are subject to specific terms and conditions outlined in this section to ensure fair and ethical use.

- **Authorized Use:** Affiliates are authorized to utilize the unique coupon codes assigned to them solely to promote KrispCall's products or services. These codes

are meant to provide an incentive for potential customers to engage with our offerings.

- **Promotion Guidelines:** Affiliates must adhere to KrispCall's promotional guidelines when using coupon codes. This means that affiliates should accurately represent the discount or offer associated with the coupon code in all promotional materials. Misleading or deceptive representations are strictly prohibited.
- **No Unauthorized Modification:** Affiliates may not modify, alter, or create their coupon codes without obtaining prior written consent from KrispCall. Any unauthorized changes to coupon codes are considered a violation of this policy.
- **Expiration Dates:** Some coupon codes may have expiration dates to encourage timely use. Affiliates should communicate the expiration date to potential customers and refrain from promoting coupon codes that have already expired.
- **Single-Use Codes:** If a coupon code is designated as a single-use code, it can only be redeemed once per customer. Affiliates should inform customers accordingly to prevent misuse.
- **Non-Transferable:** Coupon codes are non-transferable, which means they should not be shared, sold, or distributed to others without proper authorization from KrispCall. They are intended for use by the assigned affiliate only.
- **Compliance with Laws:** Affiliates must adhere to all applicable laws and regulations when using coupon codes. This includes but is not limited to consumer protection and truth-in-advertising laws. Unlawful or unethical use of coupon codes is strictly prohibited.
- **Disclosure:** Affiliates should maintain transparency by disclosing any material connection they have with KrispCall when promoting coupon codes. This helps ensure that customers are aware of the affiliate relationship and can make informed decisions.
- **Revocation:** KrispCall reserves the right to revoke or deactivate coupon codes and terminate the affiliate relationship if there is evidence of misuse, abuse, or violations of these coupon code usage terms. This is done to protect the integrity of our affiliate program.

- **Reporting:** Affiliates are encouraged to promptly report any issues or concerns related to coupon code usage to KrispCall for resolution. This helps us address any potential problems effectively.
- **Usage Tracking:** KrispCall may track the usage of coupon codes to monitor affiliate performance and ensure compliance with this policy. This tracking is conducted to maintain fairness and transparency in the affiliate program.

Termination

KrispCall reserves the right to immediately terminate for Affiliate's breach of Agreement, Terms of Service, or detrimental conduct, without payment of accrued balance for any reason, including but not limited to:

- Violation of terms and conditions.
- Fraudulent or unethical behavior.
- Inappropriate or misleading promotional practices.
- Running ads that target KrispCall.
- Manipulating the cookies.
- The unauthorized use of different KrispCall coupon codes for sign-ups.
- KrispCall reserves the right to terminate any affiliate account that violates these Terms or engages in any prohibited activities. KrispCall has sole discretion to determine what constitutes fraudulent activity warranting termination.
- Inactive for more than 6 months.
- **Effect of termination: Any outstanding commissions earned before the termination date that do not meet the minimum payout threshold of \$5 will be lost.**

Changes to the Affiliate Program

KrispCall may modify or terminate the affiliate program at any time, with or without notice. We may also adjust the commission percentage, program terms, or any other

aspects of the program at our discretion. Such modifications may occur with or without prior notice to affiliates.

We are committed to providing you with the best possible affiliate experience, and this flexibility allows us to adapt to changing circumstances and continuously improve our program. We encourage affiliate partners to review the affiliate terms regularly for any updates or changes.

Confidentiality

It is the affiliate's responsibility to keep all confidential information provided by KrispCall, including customer data, commission rates, and business strategies, confidential and not to disclose this information to any third party.

Limitation of Liability

KrispCall is not liable for any indirect, special, or consequential damages arising out of or in connection with the affiliate program or these terms and conditions.

KrispCall shall not be held accountable for the following:

- The loss, delay, illegibility, misdirection, or incompleteness of qualified referral leads.
- Your inability to successfully submit your qualified referral lead through KrispCall's website.
- Errors in the capture of referral information.
- Any issues arising from hardware, software, telephone, internet, virus contamination, network problems, human error, electronic malfunctions, or other technical difficulties.
- KrispCall does not accept referral leads generated by scripts, macros, or other automated sources.
- Reproduced referrals created by mechanical means are not considered eligible.

Marketing/Branding

Affiliates are responsible for bearing their costs and expenses related to marketing and promoting the Affiliate Program. KrispCall is not obligated to reimburse or credit Affiliate for any marketing expenditures.

Affiliates may not engage in prohibited marketing practices outlined in this Agreement.

- **Misleading Claims:** Affiliates may not make false, deceptive, or misleading claims about KrispCall's products or services. All promotional materials and representations must be accurate and honest.
- **Trademark Infringement:** Affiliates may not use KrispCall's trademarks, brand name, domain name, or logo in a way that could potentially infringe on intellectual property rights or create confusion among customers.
- **Spamming:** Affiliates must not engage in spamming activities, including sending unsolicited emails, messages, or other forms of communication to promote KrispCall.
- **Cookie-Stuffing:** Affiliates are prohibited from using cookie-stuffing techniques, which involve dropping cookies on a user's device without their consent or knowledge.
- **Adware and Spyware:** Affiliates may not use adware, spyware, or any malicious software to promote KrispCall or interfere with users' browsing experiences.
- **Incentivized Clicks:** Affiliates should not encourage or offer incentives for users to click on affiliate links, as this can lead to fraudulent or non-genuine traffic.
- **Link Farms:** Affiliates must not participate in link farms or networks designed solely to manipulate search engine rankings or generate artificial clicks.
- **Brand Bidding:** Affiliates should not bid on KrispCall's brand name or trademarks as keywords in pay-per-click advertising campaigns. KrispCall encourages affiliates to use generic keywords for search engine optimization.
- **Adult Content:** Affiliates must not promote KrispCall on websites or platforms that contain or promote adult, explicit, or offensive content.
- **Unsolicited Commercial Communication:** Affiliates should comply with all laws and regulations regarding unsolicited commercial communication, such as the CAN-SPAM Act in the United States.
- **Data Privacy:** Affiliates are expected to respect user privacy and comply with data protection laws when collecting and handling customer information.
- **Violations of Affiliate Agreement:** Affiliates are required to adhere to the terms and conditions outlined in the affiliate agreement with KrispCall.
- **Negative Promotion:** Affiliates should refrain from using negative or disparaging language to promote KrispCall, its products, or its competitors.

Account Termination Review

Affiliates may request (one time) a review of any account termination decision made by KrispCall. Requests must be submitted(email) in writing within 30 days of termination.

KrispCall will evaluate the request and make a final determination at its sole discretion. Affiliate account privileges will remain terminated during the review process. KrispCall's decision following any review is final.

Governing Law

This Agreement shall be governed by the laws of Singapore. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in Singapore. The arbitration process shall be conducted in English.

By participating in the KrispCall Affiliate Program, you acknowledge that you have read, understood, and agreed to these terms and conditions.

Contact Us

If an affiliate has any questions or concerns about this Agreement or the KrispCall Affiliate Program, please contact us at affiliate@krispcall.com or through our website live chat support. We are happy to assist with any issues arising from these terms and conditions or participation in the program.

Note: By participating in the KrispCall Affiliate Program, you acknowledge that you have read, understood, and agreed to these terms and conditions. If you do not agree with these terms, please do not participate in the KrispCall affiliate program.