

KrispCall Partner Program Terms and Conditions

This is a legal agreement between you (Partners) and KrispCall, located in Singapore. Please read the entire Agreement carefully before registering and promoting KrispCall as an Affiliate or Solution partner.

Partner Program Agreement

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

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

This Agreement applies to your participation in our Partner Program as an Affiliate Partner or Solution Partner. Please note that you can participate in our Partner Program either as an Affiliate Partner or as a Solution Partner, but not both at the same time.

As a 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 partner account and forfeiture of outstanding partner commissions owed.

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

Partner Program Overview

KrispCall offers a partner program designed to reward individuals and businesses ("Partners") for referring customers to our cloud telephony services.

Partners will receive a **commission payment of 30% for a lifetime** on each new customer referred through their unique referral link. Additionally, they can earn extra earnings for every additional member within the same workspace. 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 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.

Partner Eligibility

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

To be eligible to participate in the **solution partner program**, partners must meet the following criteria:

1. Be a legally registered and operational business entity.
2. Preference for partners with specialized knowledge in cloud telephony solutions or related fields.
3. Must have a strong industry reputation supported by testimonials, case studies, or industry awards.
4. Demonstrate an established customer base within the target markets and regions specified in the Partner Agreement.
5. Maintain a qualified sales and technical team dedicated to promoting and supporting KrispCall's products and services.
6. Adhere to all applicable laws, regulations, and ethical business practices in the regions where KrispCall's products and services are promoted and sold.
7. Commit to maintaining the highest standards of integrity, avoiding conflicts of interest, and adhering to KrispCall's policies and guidelines.
8. A proven risk management strategy to mitigate potential risks associated with the partnership.

Affiliate Eligibility criteria:

- Operate a website, app, or other platforms (Social Media, YouTube Channel) capable of promoting KrispCall services.
- Demonstrate a consistent and engaged audience within the target markets for KrispCall's products and 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.

KrispCall reserves the right to impose additional eligibility criteria or requirements as deemed necessary to ensure the Partner Program's success and protect KrispCall's interests.

Partner Commissions and payments

The commission is 30% Lifetime based on a **Workspace subscription** through the unique partner referral link.

Some criteria in commission include:

- **Refund Policy:** Refunded accounts will not be eligible for partner commissions.
- Commissions will be paid for each new referral subscription through our partner program management platform, **Partnerstack** with payments facilitated via a secure payments platform such as **Stripe, Bank, 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 13th.
- To receive payments, Partners must keep all account information updated and complete in our partner program **Partnerstack** account to properly receive payments.
- Partners must maintain the payment account information associated with their partner 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 Partner. 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.

- To ensure efficient payment processing, partners should be aware that the minimum payout threshold is \$5. Commission earnings will accumulate in the partner's account until this threshold is reached. Once the threshold is met, the partner will receive their commission payment on the 13th of every month.
- Partner'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 partner'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 partners.
- KrispCall reserves the right to withhold commission payments if it determines violations of this Agreement have occurred.
- Partners 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**". Partners will not receive a Referral Fee or any other compensation for a Current Customer Referral.

Partner Responsibilities

- Actively promote, market, and sell KrispCall's products and services to potential customers within the authorized territories as a solution partner.
- Provide accurate and up-to-date information about KrispCall's products and services to customers, ensuring transparent and ethical representation.
- Partners 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.
- Partners may not engage in any form of false or misleading advertising, including misrepresenting KrispCall's products or services.

- Affiliates must disclose their affiliation to KrispCall when promoting our products and services to maintain customer trust.
- Partners are responsible for keeping their contact and payment information up to date within their partner accounts.
- Partners 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 Partner's dedicated Partner Link.
- Partners 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 Partner.
- Partners cannot refer themselves to KrispCall's services to earn commissions or can not use their partner referral links for their purchases of KrispCall services. This will result in disqualification from the program.
- Any content created by partners to promote Krispcall should be of high quality and relevance to the target audience.

Coupon Code Usage

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

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:** Partners 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:** Partners must adhere to KrispCall's promotional guidelines when using coupon codes. This means that partners 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:** Partners 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. Partners 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. Partners 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 partner only.
- **Compliance with Laws:** Partners 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:** Partners 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 partner relationship and can make informed decisions.
- **Revocation:** KrispCall reserves the right to revoke or deactivate coupon codes and terminate the partner 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 partner program.
- **Reporting:** Partners 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 partner performance and ensure compliance with this policy. This tracking is conducted to maintain fairness and transparency in the partner program.

Termination

KrispCall reserves the right to immediately terminate for Partner's breach of Agreement, Terms of Service, or detrimental conduct, without payment of the 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 the brand name “KrispCall”.
- Manipulating the cookies.
- The unauthorized use of different KrispCall coupon codes for sign-ups.
- Inactive for more than 6 months.
- KrispCall reserves the right to terminate any partner account violating these Terms or engaging in prohibited activities. KrispCall has sole discretion to determine what constitutes fraudulent activity warranting termination.
- **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 Partner Program

KrispCall may modify or terminate the partner 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 partners.

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

Confidentiality

It is the partner'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 partner 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

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

KrispCall may provide partners with access to co-marketing opportunities, such as joint webinars, events, or promotional campaigns, subject to mutual agreement and compliance with KrispCall's guidelines.

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

- **Negative Promotion:** Partners should refrain from using negative or disparaging language to promote KrispCall, its products, or its competitors
- **Trademark Infringement:** Partners 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.
- **Cookie-Stuffing:** Partners are prohibited from using cookie-stuffing techniques, which involve dropping cookies on a user's device without their consent or knowledge.
- **Adware and Spyware:** Partners may not use adware, spyware, or any malicious software to promote KrispCall or interfere with users' browsing experiences.
- **Link Farms:** Partners must not participate in link farms or networks designed solely to manipulate search engine rankings or generate artificial clicks.
- **Brand Bidding:** Partners should not bid on KrispCall's brand name or trademarks as keywords in pay-per-click advertising campaigns. KrispCall encourages partners to use generic keywords for search engine optimization.
- **Adult Content:** Partners must not promote KrispCall on websites or platforms that contain or promote adult, explicit, or offensive content.
- **Unsolicited Commercial Communication:** Partners should comply with all laws and regulations regarding unsolicited commercial communication, such as the CAN-SPAM Act in the United States.
- **Data Privacy:** Partners are expected to respect user privacy and comply with data protection laws when collecting and handling customer information.

- **Violations of Partners Agreement:** Partners are required to adhere to the terms and conditions outlined in the Partners agreement with KrispCall.

Account Termination Review

Partners 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. Partner 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 Partner Program, you acknowledge that you have read, understood, and agreed to these terms and conditions.

Contact Us

If a partner has any questions or concerns about this Agreement or the KrispCall Partner Program, please contact us at partner@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 Partner 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 partner program.

Effective Date

These Partner Program Terms are effective from Tuesday, May 21, 2024.