

Terms and Conditions of Indoorway Partner Programme

1. Definitions

Customer – an entrepreneur who is a natural person or a legal entity or an organisational unit without a legal personality, with a legal capacity, who has concluded an agreement with Indoorway regarding the provision of Indoorway Services as a result of the performance of the Agreement by the Partner.

Potential Customer – an entrepreneur who is a natural person or a legal entity or an organisational unit without a legal personality, with a legal capacity, who, as a result of the Partner's actions, is interested in Indoorway Services and who has been recommended by the Partner to Indoorway in accordance with the T&C.

Partner Programme – a programme of activities based on a collaboration between Indoorway and Partners, who recommend Potential Customers to Indoorway for remuneration.

Terms and Conditions, T&C – these Terms and Conditions of the Partner Programme.

Indoorway – Indoorway Spółka z ograniczoną odpowiedzialnością with its registered office in Lublin, ulica Tomasza Zana 39, entered in the Register of Entrepreneurs at the National Court Register kept by the District Court for Lublin-East in Lublin with its office in Świdnik, VI Commercial Division of the National Court Register, entry number 660847, NIP [Tax Identification Number]: 7123329089, REGON [Polish Business Registry Number]: 366435705

Potential Partner – an entity or entrepreneur who applies to Indoorway Partner Programme.

Partner – an entity which is an entrepreneur, which has been verified positively and concluded an Agreement with Indoorway.

Agreement – a legal relationship established between Indoorway and the Partner by completing the registration process, based on these T&C.

Services – services provided by Indoorway to Customers on the basis of a separate agreement for the provision of Indoorway services.

2. General Provisions

1. The aim of the T&C is to establish the principles of collaboration between the Partner and Indoorway with regard to the Partner recommending Indoorway services to Potential Customers for specific remuneration.
2. The Partner is not an employee nor representative of Indoorway. The Partner shall not have the right to sign any documents on behalf of Indoorway nor to submit any statements on behalf of Indoorway which may create any obligations at Indoorway's end towards the Customer.

3. Conclusion of the Agreement

1. In order to commence collaboration as part of the Programme, it is necessary:
 - a) To successfully complete registration of the Partner,
 - b) Indoorway needs to positively verify the Partner.
2. For registration purposes, the Partner shall fill out an application to Indoorway Partner Programme and submit it to partners@indoorway.com. An application template is available at: www.indoorway.com/partners Submission of the application shall be tantamount to accepting these T&C. The Terms and Conditions are available at www.indoorway.com/partners
3. After receiving an application, Indoorway shall verify the Partner within 14 days.
4. In case of a positive verification, the Partner shall receive confirmation of registration with the Programme and T&C at the e-mail address provided during the registration process.
5. The parties shall be bound by the agreement from the date of the confirmation of positive verification and registration being sent with the T&C by Indoorway to the Partner.
6. If the Partner is not verified positively, Indoorway shall inform the Partner thereof at the e-mail address indicated during the registration process.

4. Potential Customer Recommendations

1. The Partner shall recommend Potential Customers through Potential Customer Recommendations sent by e-mail to partners@Indoorway.com.
2. A correct Potential Customer Recommendation, referred to in item 1, shall include all of the information listed below:
 - a) Business name,
 - b) NIP [Tax Identification] number,
 - c) First and last name of the contact person,
 - d) Contact phone number,
 - e) E-mail address,
 - f) The Customer's website address,
 - g) A brief description of business activity,

3. If the same Potential Customer is recommended by two or more different Partners, priority shall be given based on the date of receipt of the recommendation by Indoorway.
4. Indoorway reserves the right to reject a Potential Customer recommendation if Indoorway had already commenced direct business talks with the Customer before submission of the Partner's recommendation.
5. Indoorway reserves the right to refuse to commence collaboration with a Potential Customer without giving reasons. In such a situation the Partner shall not pursue any claims in that regard against Indoorway.

5. Obligations of the Parties

1. On the basis of the Agreement, the Partner shall be obliged to:
 - a) Offer Potential Customers services provided by Indoorway on terms determined in the Indoorway service price list, according to the information provided to the Partner by Indoorway;
 - b) Recommend Potential Customers to Indoorway according to Section 4 of T&C;
 - c) Obtain approval from Indoorway to carry out promotional or marketing activities related to presenting Indoorway services;
 - d) Refrain from offering and granting benefits to Potential Customers in any form and to secure such benefits from Indoorway;
 - e) Provide Indoorway with all information about talks conducted with Potential Customers;
 - f) Obtain approval from Indoorway for any planned mailing activities concerning Indoorway services;
 - g) Include the logo and name of Indoorway in informational releases directed at Potential Customers after obtaining approval from Indoorway;
 - h) Perform all actions based on this Agreement in accordance with the law and good market practices, as well as to ensure professional due diligence;
 - i) Answer questions submitted by Customers concerning Indoorway Services.
2. On the basis of the Agreement, Indoorway shall be obliged to:
 - c) Provide current information about Indoorway services offered with price lists within 14 days from introducing an update;
 - d) Provide Indoorway marketing materials in the form chosen by Indoorway.
3. Indoorway shall not bear any liability towards the Partner for:
 - a) Force majeure,
 - b) The Partner's failure to generate expected profits.
4. In all cases, within legal limits, Indoorway's liability towards the Partner shall be limited to the value of the remuneration paid to the Partner over three months preceding the event which constitutes the basis for Indoorway's liability.

6. Remuneration

1. For the correct performance of the Agreement, i.e. conclusion of an agreement for the provision of Indoorway services by the Customer, the Partner shall be entitled to remuneration at the value of 33% of Indoorway's net remuneration.
2. The remuneration shall be paid to the Partner for the duration of the Customer's contract for Indoorway services, but in any case, no longer than 12 months, starting from receiving by Indoorway the first payment from the Customer.
3. The remuneration shall be calculated after each calendar quarter. If the Partner joins the Programme in the middle of a given calendar quarter, the first settlement period shall end at the end of the quarter.
4. Until the 10th day of the calendar month following the end of the given quarter, Indoorway shall provide the Partner with a summary and amount of remuneration due to the Partner. The remuneration due to the Partner shall be expressed as a gross amount, including VAT calculated according to the current regulations.
5. Within 14 days from receiving the summary referred to in cl. 3, the Partner shall issue an invoice for the remuneration amount specified in the summary and send it to Indoorway at: partners@indoorway.com
6. Indoorway agrees to receive electronic invoices from the Partner.
7. The Partner's remuneration shall be paid within 21 days from receipt of a duly issued VAT invoice by Indoorway.
8. If the invoice issued by the Partner indicates a different amount than shown in the summary, Indoorway shall have the right to postpone payment in order to examine the difference. Postponing payment on that basis shall not authorise the Partner to demand interest from Indoorway for the delay in payment.
9. The Partner shall only be entitled to remuneration during the term of this Agreement and during the term of the agreement concluded between Indoorway and the Customer.

7. Intellectual Property

1. Indoorway grants the Partner a limited, revocable, non-exclusive, non-transferrable right applicable globally to use the logo and name of "Indoorway" solely for the purpose of performance of the Agreement. Indoorway holds all rights to the "Indoorway" logo and name. Except for limited rights granted pursuant to T&C, the Partner shall not be granted any licence or other right to use any intellectual property of Indoorway.

2. The Indoorway name cannot be used in conjunction with third-party products or services in any way which might be misleading for Potential Customers.
3. The licence referred to in cl. 1 shall be granted for the term of the Agreement.
4. After Agreement termination, the Partner shall be obliged to remove the Indoorway logo immediately, within 3 days from the termination of the Agreement, from all places where the Indoorway has been used by the Partner.

8. Agreement Termination

1. The Agreement is concluded on indefinite period of time.
2. The Parties shall have the right to terminate the Agreement with 3-month notice period, effective at the end of the calendar month. Termination of the Agreement shall be submitted in writing otherwise null and void.
3. Indoorway shall be entitled to terminate the Agreement without notice period with immediate effect in case of a breach of its provisions, as well as in case of:
 - a) The Partner ceasing business activity,
 - b) The Partner being acquired by an entity competitive to Indoorway,
 - c) Breach of other obligations listed in Section 5 of T&C.
4. Termination of the Agreement shall not affect the Parties' obligation to keep confidentiality.

9. Confidentiality Principles

1. All information concerning the Partner or Indoorway of a confidential nature or clearly marked as confidential shall be treated as confidential by the other Party and shall be disclosed or used by the other Party only in the scope in which disclosure or use of such information is required for the performance of the Agreement.
2. The obligation of confidentiality shall also apply for the period of 1 (one) year from termination of the Agreement, which shall not apply to information disclosed publicly in accordance with the law or information which the Parties have obtained in another way which is not subject to the obligation to keep confidentiality.
3. Confidential information shall not include information which:
 - a) Is or becomes publicly known in a manner not related to their disclosure by either Party, their agents, representatives or employees, and
 - b) Is disclosed to either Party in a non-confidential manner from a source other than the other Party or its agents, representatives or employees who are not prohibited from disclosing such information by any legal provision nor agreement.

10. Final Provisions

1. Indoorway shall have the right to change T&C at any time without notice, in particular, in a situation where such modifications or changes are required in order to ensure compliance with applicable laws.
2. If Indoorway changes T&C, it shall send the new version to the Partner's e-mail address at least 14 days before the new T&C becoming effective.
3. If the Partner does not accept the changes it shall have the right to submit an objection within 5 days from receipt of the changed T&C. The Partner's objection results in the termination of the Agreement with a 30-day notice period. The lack of an objection shall be tantamount to acceptance of changes and continuing the performance of the Agreement on the amended terms.
4. Without previous written consent of Indoorway, the Partner shall not transfer its rights and obligations arising from the Agreement onto a third party.
5. To all matters not settled in T&C and the Agreement, provisions of the Polish law shall apply.
6. Any disputes arising from the Agreement or related thereto shall be settled by a common court of competent jurisdiction for the capital city of Warsaw.
7. This Agreement shall constitute the entire agreement between the Parties and replace any prior arrangements, agreements, statements and declarations (regarding the subject of the Agreement).
8. None of the provisions of T&C shall create a mandate relationship, employee-employer relationship or a joint-venture between Indoorway and the Partner.