



# Terms of participation in the Shore Referral Program

## Preamble

Shore GmbH with its registered seat in Munich, registered in the Register of Companies at Amtsgericht München [Munich District Court] under register No. HRB 196674 („**Shore**“) is the provider of a cloud-based software solution for booking and managing appointments as well as customer management (CRM), a cash register system plus additional hardware and services. See under shore.com for information on the latest product offer of Shore („**Shore Products**“).

Shore offers companies the opportunity to attain a sales-related commission for gaining new customers. For this purpose Shore operates a platform („**Partner Platform**“) in cooperation with the company PartnerStack Inc. („**PartnerStack**“) on which advertising materials are made available to the business and possibilities are offered to refer potential new customers to Shore („**Shore Referral Program**“).

### 1. Field of application, registration, conclusion of agreement, exclusion of Section 312i German Civil Code [BGB; Bürgerliches Gesetzbuch]

- (1) These conditions of participation in the Shore Referral Program („**Contract**“) apply to all businesses which are not customers of Shore and which participate in the Shore Referral Program („**Partners**“) via the Partner Platform. Only businesses with registered seat within the European Union or Switzerland within the sense of Section 14 German Civil Code [BGB; Bürgerliches Gesetzbuch] are eligible for participation. Consumers are excluded from participation in the Shore Referral Program.
- (2) It is initially necessary to register the partner on the Partner Platform to enable participation in the Shore Referral Program. For this purpose the Partner is required to create an account on the Partner Platform and to accept the General Terms and Conditions (Terms of Service) of PartnerStack (<https://www.partnerstack.com/policies#terms-of-service>). By registering on the Partner Platform the Partner applies for participation in the Shore Referral Program. If the Partner's application is approved, an email is sent with the request to log into the account on the Partner Platform. In order to participate in the Shore Referral Program, the Partner is required to accept these conditions of participation in the Shore Referral Program. This represents Shore's offer to conclude a contract for participation in the Shore Referral Program. The Partner accepts this offer by approving these conditions of participation in the Shore Referral Program.
- (3) There is no automatic entitlement to participation in the Shore Referral Program. Shore reserves the right to reject applications for participation without being required to give any reason for its rejection.
- (4) Section 312i subsection 1 sentence 1 No. 1 – 3 German Civil Code [BGB; Bürgerliches Gesetzbuch] (technical means to identify and correct input errors, clear and comprehensible communication of information, confirmation of receipt of order) are waived.



## 2. Subject matter of Contract

- (1) The subject matter of this Contract is the Partner's participation in the Shore Referral Program - which is designed to increase the sale of Shore products by the Partner's advertising and referral measures, among others via the Shore website under shore.com („**Shore-Website**“). Participation in the Shore Referral Program is free of charge for the Partner. For this purpose, Shore offers the Partner a selection of advertising means via the Partner Program at its own discretion. At the same time Shore can offer a variety of referral programs.
- (2) The Partner shall use the advertising means released in its case and in its own responsibility and can apply these in particular on the websites and social media channels operated by the Partner. The Partner shall determine freely whether and how long it desires to use the advertising means. It is entitled to discontinue its advertising for Shore products at any time.
- (3) For a successful referral of new customers the Partner shall be paid a commission which depends on the turnover which Shore achieves with the new customer. The details are outlined in Sections 6 to 8 of this Contract.

## 3. Functionality of the Shore Referral Program

- (1) The Partner is required to log in using the data requested when registering for the Shore Referral Program on the Partner Platform. After a successful registration a customer account is opened for the Partner, which the Partner can use to administer its partner activities.
- (2) At its own discretion Shore shall make advertising material available to the Partner, for example in the form of product presentations, graphics, email templates, newsletters or similar and/or an individual link („**Referral-Link**“) which forwards the user to the Shore website and with which users can be identified once they click the link („**Shore advertising material**“). The Partner must use this Referral Link without modifying it, in order to enable tracking.
- (3) The Referral Link sets a cookie in the case of each user visiting the Shore website via the Referral Link. If the user orders Shore products on the Shore website, the user is assigned to the Partner whose cookie was set last, for the purpose of calculating the commission.
- (4) In addition thereto, Shore gives the Partner the opportunity to directly enter the data of potential new customers into a mask provided on the Partner Platform. Shore will then address the potential new customers in order to sell Shore's products to these potential new customers.

## 4. Further rights and obligations of Shore

- (1) Shore shall ensure a suitable tracking of visitors who access the Shore website via the Referral Link used by the Partner. Shore shall in turn ensure an assignment of possible orders placed by these visitors to the Partner.
- (2) Shore shall operate its own website at its own discretion. Within this context Shore shall not owe any error-free and/or interruption-free availability of its website.
- (3) Shore shall reserve the right to adjust the prices charged for Shore's products at any time and to extend the range of Shore products at any time by adding further products, to discontinue the sale of Shore's



products at any time in full or in part or to modify the contents of Shore's products.

- (4) Shore shall be available if the Partner has any questions regarding the Shore Referral Program under [partnerships@shore.com](mailto:partnerships@shore.com) or within the scope of the integrated chat function on the Partner Platform or regarding Shore products under [service@shore.com](mailto:service@shore.com) and shall endeavour to react to these within a reasonable period of time.

## 5. Further obligations of the Partner

- (1) The prerequisite for participating in the Shore Referral Program is opening an account with the service provider PartnerStack and accepting the General Terms and Conditions [AGB; Allgemeine Geschäftsbedingungen] of PartnerStack. The Partner is obligated to keep the information stored by it on the Partner Platform up to date, in particular contact details and information relating to payment of the commission by the payment service provider specified by the Partner.
- (2) Participation in the Shore Referral Program is limited to one account per partner.
- (3) The Partner commits itself to refrain from providing any descriptions of the Shore Products unless these have been derived from the Shore advertising material or from any other sources authorised by Shore (for example Shore's website under [shore.com](http://shore.com)) or have been otherwise expressly approved by Shore in advance.
- (4) In so far as the Partner places advertising for Shore products on its website or on any social media channels operated by it (such as Facebook, Twitter, Instagram or YouTube), the Partner shall be responsible for the contents and ongoing operation of its website and/or the social media channels itself and shall not place any contents on its website or on the social media channels operated by it during the term of this Contract which violate applicable law, are deemed to be contra bonos mores or which infringe third-party rights and/or are deemed suitable to damage the reputation of Shore. Shore shall be entitled, however is not obliged to verify the Partner's website and/or its social media channels. The Partner is not permitted in particular to disseminate contents which represent, relate to or contain
- Racism,
  - Glorification of violence and extremism of any kind,
  - Motivation and incitement to criminal acts and/or violations of law, threats against danger to life and limb or property,
  - Agitation against persons or businesses,
  - Slandorous statements violating the rights of personality, defamation, violation of honour and libel of users and third parties as well as infringements of unfair competition rights,
  - Contents violating copyright or other violations of intellectual property rights or
  - Sexual harassment of (female or male) users and third parties

Such contents may neither be integrated on the website or social media channels of the Partner itself, nor may a link be placed from the website or social media channel of the Partner to appropriate contents on other websites.



- (5) The Partner commits itself to solely place the referral link on websites and social media channels which are operated by the Partner.
- (6) The Partner shall remove any advertisements for Shore without undue delay from its website and social media channels and refrain from any other advertising activities if it is requested by Shore to do so.

## 6. Transactions subject to commission

- (1) The Partner receives a turnover-based commission from Shore for each new customer referred to Shore by the Partner, with which the Partner's entire activity, including all expenses, is compensated. The sales-related turnover shall form the basis for calculation of the commission to be paid to the Partner.
- (2) „**New Customers**“ within the sense of this Contract are only companies to which Shore has not provided any services prior to the Partner's commissioning activities. The Partner itself, as well as any companies associated with the Partner as defined in Sections 15 et seq. of the German Companies Act [AktG; Aktiengesetz] are excluded as new customers.
- (3) „**Turnover subject to commission**“ shall refer to the net remuneration paid by new customers to Shore **for the first year of contract** without any billed hardware, setup charges or possible additional fees. Turnover based on subsequent extension of the scope of contract or follow-up contracts placed by new canvassed customers shall not be classified as turnover which is subject to payment of a commission.

## 7. Commission amount

The commission amount shall depend on the number of new customers generated by the Partner:

Number of canvassed new customers	Share in turnover subject to commission
New customer No. 1 – 4	25%
5th – 14th new customer	30%
as of 15th new customer	40%

### Example:

If the customer canvasses 20 new customers (within any period of time) with which Shore in each case generates a turnover of EUR 600.00, the following shall be paid thereafter as commission to the Partner:

- for the new customers No. 1-4 in each case EUR 150.00;
- for the new customers No. 5-14 in each case EUR 180.00;
- for the new customers No. 15-20 in each case EUR 240.00; and



- for each further new customer in each case EUR 240.00.

## **8. Occurrence of commission entitlement, due payment date and accounting**

(1) The Partner's entitlement to commission shall not arise

- a. if Shore has agreed upon an annual payment basis with the new customer: until the annual remuneration has been paid by the new customer; and
- b. if Shore has agreed upon a monthly payment basis with the new customer: until the respective monthly remuneration has been paid by the new customer.

(2) The payment claim shall be due and payable as follows:

- a. In the case of an annual payment basis of the new customer: 30 days after payment of the annual fee by the new customer.
- b. In the case of a monthly payment basis of the new customer: 30 days after payment of the respective monthly fee by the new customer.

(3) Payment of the commission shall take place via the Partner Platform. Prerequisite for payment of the commission is, in particular, that the Partner maintains an account at one of the payment providers specified by PartnerStack (e.g. PayPal or Stripe). Further obligations of the Partner to cooperate may result, fulfilment of which is deemed to be a prerequisite for payment of the commission. The Partner's attention shall be drawn to the fact that PartnerStack will possibly charge further fees to the Partner if the commission is not called off in due time.

(4) Shore shall make a statement of the commission claims on its partner account. The Partner agrees to check the statement without undue delay. If the Partner raises objections against the statement, these objections shall be enforced vis-à-vis Shore in writing within a period of four weeks. If this deadline has lapsed, the statement is deemed to be appropriate.

(5) The Partner shall be given an overview on the Partner Platform of the contracts concluded by Shore with the new customers, as well as of all payments of these new customers being relevant with regard to the commission.

(6) The Partner commits itself not to pass on any commission payments to new customers canvassed by the Partner itself.

## **9. Rights of use**

(1) The Shore advertising material is protected by copyright and/or by other industrial property rights. Shore shall grant the Partner a simple and non-exclusive right for the term and purpose of this Contract to use the Shore advertising material for the purpose of canvassing new customers.

(2) Any modification, reproduction, dissemination or publication of the Shore advertising material or of any substantial part thereof which is deemed to be material in type or quantity shall require our written approval in advance if it exceeds the scope granted in the afore-mentioned Section 9(1).



## 10. Indemnification

The Partner shall indemnify Shore in the event of any claims asserted on the grounds of an alleged or actual violation of rights and/or violation of third-party rights, on the grounds of actions undertaken by the Partner in connection with the Shore Referral Program, from any and all third-party claims resulting therefrom. In addition thereto, the Partner commits itself to replace any and all costs arising on the part of Shore by such a third-party claim. The refundable costs also include the costs of an appropriate legal defence.

## 11. Liability

- (1) Shore shall assume unlimited liability a) in the event of malice, intent or gross negligence; b) in the scope of a guarantee expressly assumed by Shore; c) for damages resulting from injury to life, body or health; d) for violation of a material contractual obligation, fulfilment of which makes a due and proper execution of the Contract possible at all and the compliance of which the customer as a rule trusts in and may trust in (major obligation) [Kardinalpflicht] – in this case, however – limited to the damage to be reasonably expected at the point in time the contract conclusion takes effect - e) pursuant to the regulations described in the Product Liability Law [Produkthaftungsgesetz].
- (2) For the rest, a liability of Shore shall be excluded.
- (3) The above-mentioned liability regulations shall apply accordingly for the conduct of and claims against employees, legal representatives and vicarious agents of Shore.

## 12. Contract term; termination for cause

- (1) The Contract shall be concluded for an unlimited period in time and can be terminated by either party in writing observing a period of notice of four weeks to the end of the month.
- (2) The right to terminate the Contract for good cause shall remain unaffected thereby. A good cause on the part of Shore shall be in particular given in the following cases, namely if
  - a. the Partner violates its obligations set forth in Section 5(4), Section 5(5) or Section 8(6);
  - b. the Partner violates its other obligations set forth in this Contract and does not remedy and/or discontinue this violation despite written warning in which an appropriate deadline is set.
- (3) Notice of termination of the Contract must be given in writing. The notice termination can be sent by email and must clearly be marked as notice of termination. Notices of termination must be sent by the Partner to [partnerships@shore.com](mailto:partnerships@shore.com) or to [service@shore.com](mailto:service@shore.com) and on the part of Shore to any of the email addresses provided by the Partner on the Partner Platform.
- (4) After a termination of the Contract the Partner shall return the Shore advertising material and any other documents transmitted in connection with the Shore Referral Program or shall ultimately delete such after being requested to do so by Shore. The Partner shall remove any and all Shore advertising means without undue delay from its website.
- (5) Shore shall not owe any commission for any new customers canvassed after a termination of the



Contract.

### **13. Data protection**

- (1) The Partner guarantees that it shall only inform its customers and prospect customers of the Shore products after obtaining their approval and by granting them the right to reject a receipt of advertising material at any time.
- (2) Within the scope of the intercompany data deletion concept Shore shall delete any and all personal data relating to the customers with which no contract is signed within the scope of customer canvassing by the Partner.
- (3) The parties are obliged to exclusively process personal data within the scope of the Contract and in consideration of the pertinent terms set forth in the Federal Data Protection Act [BDSG; Bundesdatenschutzgesetz] (and which apply to the respective party) as well as in accordance with possible further material data protection regulations. This also includes future compliance of the respectively applicable requirements, in particular, however, being limited to the General Data Protection Regulation [DSGV; Datenschutz-Grundverordnung] (EU Regulation 2016/679 of the European Parliament and Council of 27 April 2016 for the protection of natural persons in processing personal data, on free data traffic and on the revocation of the directive 95/46/EG) as well as the EU Regulation 2016/1148 of the European Parliament and Council of 6 July 2016 on measures to guarantee a high common security level for network and information systems in the Union resp. their national implementation standards.

### **14. Secrecy; confidentiality**

- (1) The parties commit themselves during the term of this Contract to treat any and all confidential information, data and documents which they have received from the respective other party, including any and all records and copies made in this context and which have been made accessible to them on the grounds of their cooperation or which are deemed to be confidential on the grounds of the nature thereof as strictly confidential. The afore-mentioned regulation shall apply in particular to the contents of this Contract as well as to business and company secrets, operational procedures, organisational structures, products, manufacturing processes, know-how, business relations, corporate strategies and other concerns. It shall only be permitted to forward confidential information to any third party if the written approval of the other party is obtained prior thereto. Confidential information may only be made accessible to employees within the respective recipient party in so far as this is deemed necessary for the purpose of fulfilling the contractual obligations of this party. The parties shall subject the obligations they have entered into with regard to secrecy in turn in writing to any and all natural and legal persons to which confidential information has been made available within the scope of enforcing this Contract.
- (2) The parties commit themselves to use the confidential information of the respective other party solely for the purpose for which it was disclosed to the receiving party.
- (3) In the event of an intentional or gross negligent violation of these regulations, this shall justify an extraordinary termination of this Contract.

### **15. Concluding terms**

- (1) The Partner may not assign any rights to which it is entitled from the Contract either in full or in part to



any third party without obtaining the written approval by Shore in advance.

- (2) Shore is entitled to transfer the Contract in full or in part to a company associated with Shore within the sense of Sections 15 et seq. of the German Companies Act [AktG; Aktiengesetz]. Shore agrees to notify the Partner of any transfer of the Contract.
- (3) The Partner shall only be entitled to any rights of offset or retention in so far as its claim is deemed to be legally binding or undisputed.
- (4) Amendments or additions to this Contract including this written form clause shall only be valid if made in writing, unless a more stringent form is prescribed by law.
- (5) German law shall apply to this Contract.
- (6) Sole court of jurisdiction for any and all disputes arising in connection with the Contract, including disputes on the grounds of actions in tort and claims arising out of a pre-contractual obligation shall be Munich, Regional Court I [Landgericht I], unless an exclusive jurisdiction is established by law.
- (7) If any of the terms set forth in this Contract are or become invalid or impracticable, this shall not affect the efficacy of the remaining terms. The parties shall be obliged to replace the invalid or impracticable term by a valid or practicable term approximating the economic purpose intended by the invalid or impracticable term in the best possible way. It is deemed to be the express will of the parties to maintain the efficacy of the remaining terms. An analog regulation shall apply in the case of a loophole in the Contract.

**Version of these conditions of participation: October 2021**