

The following is a list of our complete terms and conditions that apply to all members of the Plato Web Design Partner Program “the Agreement”, as between Plato Web Design and the Partner (together, "the Parties"). Please read this agreement in its entirety.

By submitting the application form or linking to the Plato Web Design partner program website you are deemed to have agreed to be bound to the terms and conditions set out in this agreement.

Everyday language summaries are provided for your benefit and are not legally binding. Please read the “Partner Program Agreement” for the complete picture of your legal requirements. By using Plato Web Design or any Plato Web Design services, you are agreeing to these terms. Be sure to occasionally check back for updates.

1. Definitions

1.1. Acquisition

Shall mean a monetary transaction made by a Lead who opens a Plato Web Design account and conducts transactions on our platform.

1.2. Partner

Shall mean an entity that has agreed to the terms of the Partner Program herein to work with Plato Web Design to promote the Service by (a) referring clients to Plato Web Design; (b) developing Plato Web Design store themes for merchant use; and/or (c) developing apps using the Plato Web Design Application Interface (API) for merchant use.

1.3. Creative

Shall mean any marketing and/or promotional materials relating to Plato Web Design and/or Plato Web Design brands that are promoted by Plato Web Design and Plato Web Design Related Entities as Plato Web Design deems necessary or appropriate.

1.4. Confidential Information

Shall include, but shall not be limited to, any and all information associated with the other Party’s business and not publicly known, including, the contents of this Agreement, specific trading information, technical processes and formulas, source codes, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary.

1.5. The Service

Refers to the Plato Web Design software platform available via the Plato Web Design website and any associated website including www.PlatoWeb Design.com, and any others.

1.6. Lead

Shall mean any unique user that has registered for a paid Plato Web Design account introduced by a Plato Web Design Partner that actively promoted the Platform. A Lead cannot be a website opened and/or owned by a Plato Web Design Partner and for which that partner seeks commissions or compensation pursuant to this Agreement.

1.7. Malware and Spyware

Relates to the use of pop-up banners that hide banners that are displayed on a website, the placement of icons beside keywords found in text that if clicked will take the visitor to another website, and other similar practices.

1.8. Names and Trademarks

Refers to any names and/or trademarks or any other protected marks associated with the Plato Web Design service and Plato Web Design Inc.

1.9. Opt-in List

Shall mean the list of emails where the individuals on the list have expressly elected to receive e-mails from Plato Web Design Partners.

1.10. Prospective Partners

Refers to any other marketing organizations and/or website owners and/or operators that may be potential partners of Plato Web Design.

1.11. Related Entity[ies]

Shall mean any entity that, directly or indirectly, controls, is controlled by, or is under common control with, Plato Web Design; where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of another, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

1.12. Territory

Shall mean any area, location, territory or jurisdiction as defined by Plato Web Design from time to time and subject to the terms of use of the Plato Web Design Service.

1.13. Websites

Refers to any Plato Web Design account associated with websites that are managed by a Plato Web Design Partner that currently have or will have a marketing arrangement with Plato Web Design.

1.14. Term

“Lifetime” refers to the period of time the website is in existence, and/or the period of time the Plato Web Design Partner has a partner relationship with the store, and/or the period of time the Plato Web Design Partner has an active partner account.

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This section clarifies and defines any ambiguous words in the terms and conditions.

2.0 Responsibilities of the Partner

2.1 Activities

The Plato Web Design Partner will use its best efforts to (a) promote and market Plato Web Design, and (b) identify for Plato Web Design prospective Leads. In no event shall Plato Web Design Partner engage in any marketing or promotional activity related to Plato Web Design in any area, location, territory or jurisdiction outside of the Territory as defined by Plato Web Design from time to time. Plato Web Design Partner shall bear all costs and expenses for such activities unless otherwise determined by Plato Web Design, in its sole discretion.

2.3. Use of Creative Advertisements

Plato Web Design Partner may display advertisements on the Websites solely for the purpose of marketing and promoting Plato Web Design brands promoted by Plato Web Design and by Plato Web Design Related Entities during the term of this Agreement, or until such earlier time as Plato Web Design may, upon reasonable prior notice, instruct Plato Web Design Partner to cease displaying the Creative. Plato Web Design Partner may not alter, amend, adapt or translate the Creative without Plato Web Design's prior written consent. Nothing contained in any Creative shall in any way be deemed a representation or warranty of Plato Web Design or any of Plato Web Design Related Entity. The Creative shall at all times be the sole and exclusive property of Plato Web Design and no rights of ownership shall at any time vest with the Plato Web Design Partner even in such instances where the partner has been authorized by Plato Web Design to make changes or modifications to the Creative.

2.4 Unauthorized & Prohibited Marketing Activities

In addition to the restrictions of Section 2.4 above, a Plato Web Design Partner shall not (a) engage in any fax, broadcast or telemarketing and any other offline marketing methods with respect to Plato Web Design, Plato Web Design Related Entities and/or Plato Web Design; (b) use Malware and/or Spyware techniques or use any other aggressive advertising or marketing methods in any of its dealings relating to Plato Web Design, Plato Web Design Related Entities and/or Plato Web Design; (c) make any false, misleading or disparaging representations or statements with respect to Plato Web Design, Plato Web Design Related Entities or Plato Web Design; (d) misrepresent the Plato Web Design Partner's affiliation with Plato Web Design; or (e) engage in any other practices which may affect adversely the credibility or reputation of Plato Web Design, Plato Web Design Related Entities or Plato Web Design, including but not limited to, using any Website in any manner, or having any content on any Website, that (i) promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities or (ii) violates any intellectual property or other proprietary rights of any third party.

2.6 Prohibited Marketing Activities by a Partner

A Plato Web Design Partner shall not purchase domain names that use Plato Web Design or Plato Web Design's trademarks and/or variations and misspellings thereof.

2.7. Compliance with Laws

In addition to, and without limiting the provisions of this Agreement, Plato Web Design Partner shall perform its obligations hereunder in accordance with the highest applicable industry standards and in compliance with all applicable laws, rules and regulations.

2.8. Partner Duty to Inform

Plato Web Design Partner shall promptly inform Plato Web Design of any information known to Plato Web Design Partner related to any Leads or prospective partners that could reasonably lead to a claim, demand or liability of or against Plato Web Design and/or the Plato Web Design Related Entities by any third party.

4. Termination

4.1. Termination

Plato Web Design may terminate this Agreement at any time, with or without cause, effective immediately upon notice to Plato Web Design Partner.

Fraudulent or other unacceptable behaviour as defined by Plato Web Design can result in termination of partner/client relationship or termination of partner account entirely without notice to, or recourse for, the Plato Web Design Partner.

Plato Web Design Partner, can terminate this Agreement at any time, with or without cause, effective immediately upon notice to Plato Web Design.

4.2. Consequences of Termination

Upon expiration or termination of this Agreement: (a) each Party shall return to the other Party all property of the other Party in its possession or control (including all Creative and all Confidential Information); (b) Plato Web Design Partner shall immediately cease displaying any Creative on any Website or otherwise; and (c) all rights granted to Plato Web Design Partner hereunder will immediately cease.

5. Proprietary rights

5.1. Proprietary Rights of Plato Web Design

As between Plato Web Design Partner and Plato Web Design, the Creative, all demographic and other information relating to Leads, Prospective partners and partners, the Platforms and all software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, and any additional intellectual or other property used by or on behalf of Plato Web Design or otherwise related to Plato Web Design, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, "Plato Web Design Property") shall be and remain the sole and exclusive property of Plato Web Design. To the extent, if any, that ownership of any Plato Web Design Property does not automatically vest in Plato Web Design by virtue of this Agreement, or otherwise, Plato Web Design Partner hereby transfers and assigns to Plato Web Design, upon the creation thereof, all rights, title and interest Plato Web Design Partner may have in and to such Plato Web Design Property, including the right to sue and recover for past, present and future violations thereof.

5.2. Plato Web Design Trademarks

During the term of this Agreement, Plato Web Design hereby grants to Plato Web Design Partner a limited, revocable, non-exclusive and non-transferable license to display the Plato Web Design trademarks, solely as necessary to perform Plato Web Design Partner's obligations under this Agreement. Plato Web Design Partner acknowledges and agrees that: (a) it will use the Plato Web Design trademark only as permitted hereunder; (b) it will use the Plato Web Design trademark in a lawful manner and in strict compliance with all format(s), guidelines, standards and other requirements prescribed by Plato Web Design; (c) the Plato Web Design trademark are and shall remain the sole property of Plato Web Design; (d) nothing in this Agreement shall confer in Plato Web Design Partner any right of ownership in the Plato Web Design trademark

and all use thereof by Plato Web Design Partner shall inure to the benefit of Plato Web Design; and (e) Plato Web Design Partner shall not, now or in the future, contest the validity of any Plato Web Design trademarks or use any term or mark confusingly similar to any Plato Web Design Trademark.

6. Confidential

Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations hereunder. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (a) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations hereunder, who each shall treat such Confidential Information as provided herein; or (b) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement. Confidential Information shall not include any information which is: (i) in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information; (ii) is independently developed by the non-disclosing Party without breaching any provisions of this Agreement; or (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of this Agreement.

7. Disclaimer of warranty

Plato Web Design makes no warranties hereunder, and Plato Web Design expressly disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Plato Web Design further disclaims all representations and warranties, express or implied, that the platforms do not infringe or otherwise violate any intellectual property or other proprietary right of any third party in any jurisdiction, including, but not limited to, the territory. Plato Web Design Partner understands and agrees that the platforms may not satisfy all of the leads' requirements and may not be uninterrupted or error-free.

8. Limitation of liability and indemnification

8.1. Limitation of Liability

Plato Web Design shall have no liability with respect to the platforms or its obligations under this agreement or otherwise for any indirect, consequential, exemplary, special, incidental or punitive damages even if Plato Web Design has been advised of the possibility of such damages. In any event, Plato Web Design's liability to Plato Web Design Partner under this agreement for any reason will be limited to the amounts paid to Partner by Plato Web Design during the six (6) month period immediately preceding the event giving rise to the claim for damages. This

limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts.

8.2 Indemnification

8.2.1. Plato Web Design Partner Indemnification.

Plato Web Design Partner agrees to indemnify, defend and hold harmless Plato Web Design and any Plato Web Design Related Entities and the directors, officers, employees, subcontractors and agents thereof (collectively, the “Indemnified Party”), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys’ fees, to the extent that such action is based upon or arises out of: (a) Plato Web Design Partner’s breach of any representation, warranty, obligation or covenant under this Agreement; (b) Plato Web Design Partner’s gross negligence or willful misconduct; or (c) any warranty, condition, representation, indemnity or guarantee relating to Plato Web Design and Plato Web Design Related Entities granted by Plato Web Design Partner to any Lead, Prospective partner or other third party.

8.2.2. Notice of Indemnification.

In claiming any indemnification hereunder, the Indemnified Party shall promptly provide Plato Web Design Partner with written notice of any claim which the Indemnified Party believes falls within the scope of the foregoing paragraphs. The Indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that Plato Web Design Partner shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the Indemnified Party shall not be final without the Indemnified Party’s written consent, which shall not be unreasonably withheld.

9. Non-exclusive remedies

In the event (a) Plato Web Design Partner markets or promotes Plato Web Design and/or any Plato Web Design Related Entity that promotes the Plato Web Design platform to any person or entity outside of the Territory or (b) of any breach or threatened breach of any provision of Sections 2, 5 and/or 6 above, in addition to all other rights and remedies available to Plato Web Design under this Agreement and under applicable law, Plato Web Design shall have the right to (i) immediately enjoin all such activity, without the necessity of showing damages or posting bond or other security, (ii) immediately terminate this Agreement and Plato Web Design Partner’s engagement hereunder, (iii) receive a prompt refund of all amounts paid to Plato Web Design Partner hereunder and (iv) be indemnified for any losses, damages or liability incurred by Plato Web Design in connection with such violation, in accordance with the provisions of Section 8 above.

10. General provisions

10.1. Force Majeure

If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action (including, but not limited to, any law, regulation or embargo prohibiting the performance contemplated hereunder and/or the failure or refusal of a government agency to issue a license required for any performance pursuant to this Agreement), labor disputes, act of God or any cause beyond the reasonable control of that Party, the Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause.

Notwithstanding anything herein to the contrary, the Party prevented from performing hereunder by a force majeure event shall nevertheless use its best efforts to recommence its performance hereunder as soon as reasonably practicable and to mitigate any damages resulting from its non-performance hereunder.

10.2. Independent Contractors

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

10.3. Applicable Laws

This Agreement shall be governed, construed and enforced in accordance with the laws of the state of Pennsylvania. Each Party agrees that any legal action, proceeding, controversy or claim between the Parties arising out of or relating to this Agreement may be brought and prosecuted only in a court of law in the state of Pennsylvania, and by execution of this Agreement each Party hereto submits to the exclusive jurisdiction of such court and waives any objection it might have based upon improper venue or inconvenient forum.

By marking the 'I have read and agree to the terms and conditions' checkbox, Plato Web Design Partner hereby fully agrees with all terms and provisions.

Plato Web Design can change or eliminate sections of the terms and conditions as long as they provide 60 days notice to the partner.