

Partner Program

Terms & Conditions

cerri.com

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cerri

Effective upon Partner's acceptance of the Program Offer through PartnerStack

INTRODUCTION

The Principal appoints the Agent, who accepts, as his independent commercial agent to promote the sale of the Products. These Partner Program Terms and Conditions (this “**Agreement**”) govern participation in the **Cerri.com Partner Program** (the “**Program**”).

By enrolling in the Program through PartnerStack or otherwise participating in it, the Partner acknowledges that it has read, understood, and agrees to be bound by this Agreement, including all policies and schedules incorporated by reference.

Participation in the Program constitutes a legally binding contract between the Partner and **Cerri.com AG**, governing the Partner's rights and obligations in promoting Cerri products and services.

If the Partner does not agree with these Terms, it may not participate in the Program.

1 DEFINITIONS

For the purposes of this Agreement:

Affiliate Tool means the PartnerStack portal or any other system used by Cerri to manage the Program.

Confidential Information means all non-public business, technical, or financial information disclosed by either party.

Customer Transaction means a purchase of Cerri software or services by a referred customer that results directly from a Partner referral.

Fraudulent Activity means any deceptive or manipulative practice intended to generate commissions improperly, including self-referrals or automated traffic.

Net Revenue means the total subscription or license revenue actually received by Cerri, excluding taxes, refunds, chargebacks, or fees.

Offer Terms means the commercial terms, including applicable Lead Bonuses, Sales Commissions, payout thresholds, eligibility periods, and any incentives, as displayed in the PartnerStack platform at the time a referral is made.

Partner Fees means all compensation due to the Partner in accordance with the Offer Terms.

PartnerStack is the third-party platform used to administer tracking, validation, and payouts.

Program Policies means any additional rules or documentation published by Cerri for Partners within the PartnerStack portal or on cerri.com.

Qualified Lead means a verified company contact referred through the Partner's unique PartnerStack link that requests a demo or trial and provides valid business details.

Qualified Sale means a Customer Transaction completed by Cerri with a referred prospect within the validity period defined in the Offer Terms.

Referral Validity Window means the period following a referral during which a sale is eligible for commission, as stated in the Offer Terms.

2 NON-EXCLUSIVITY

This Agreement creates no exclusive relationship. Both Cerri and the Partner may engage with other affiliates or partners and may independently market similar products or services.

3 PROGRAM ENROLLMENT AND ELIGIBILITY

3.1 Application. The Partner must submit a complete application through PartnerStack. Acceptance is at Cerri's sole discretion.

3.2 Eligibility. Partners must:

- (a) Provide accurate and current business and contact information;
- (b) Comply with all applicable laws, including anti-spam and data-protection laws;
- (c) Not misrepresent their relationship with Cerri;
- (d) Not be subject to sanctions or export restrictions.

3.3 Acceptance. Upon written or electronic confirmation through PartnerStack, the Partner becomes eligible to participate subject to ongoing compliance.

3.4 Training and Compliance. Cerri may require the Partner to complete training, certification, or other onboarding requirements.

4 PARTNER RESPONSIBILITIES

4.1 The Partner **shall**:

- (a) Promote Cerri ethically and accurately using only approved marketing materials;
- (b) Comply with brand-use guidelines and refrain from altering any logos or trademarks;
- (c) Avoid misleading or deceptive advertising and all spam or unsolicited communications;
- (d) Not bid on or register domains containing “Cerri,” “Cerri Project,” or confusingly similar marks;
- (e) Clearly disclose that it participates in the Program as an independent partner;
- (f) Implement appropriate technical and organizational measures to protect personal data.

4.2 The Partner **shall not**:

- (a) Represent itself as an employee, agent, or legal representative of Cerri;
- (b) Offer rebates, gifts, or incentives not approved by Cerri;
- (c) Engage in Fraudulent Activity or interfere with tracking mechanisms.

5 CERRI RESPONSIBILITIES

5.1 Cerri **will**:

- (a) Provide access to PartnerStack and approved promotional materials;
- (b) Validate leads and Customer Transactions;
- (c) Manage billing, invoicing, and customer contracts;
- (d) Calculate and pay Partner Fees through PartnerStack according to the Offer Terms;
- (e) Communicate any Program or policy updates through PartnerStack or email.

6 CUSTOMER TRANSACTIONS AND ELIGIBILITY

- 6.1 Only referrals originating from the Partner's unique tracking link are eligible.
- 6.2 A referral will not qualify if the prospect was an existing Cerri customer or active lead within the previous period defined in the Offer Terms.
- 6.3 Cerri reserves the right to reject any referral deemed invalid, duplicate, or fraudulent.
- 6.4 All customers acquired through referrals remain customers of Cerri. The Partner may not claim ownership of such customers or their data.

7 LICENSE AND BRAND USAGE

Cerri grants the Partner a limited, revocable, non-exclusive, non-transferable license to display Cerri's name, logo, and promotional materials solely for Program purposes.

All goodwill arising from such use accrues exclusively to Cerri. The Partner shall not modify or misuse any mark or create the impression of sponsorship or endorsement. Upon termination, all rights of use cease immediately.

8 COMPENSATION AND PAYMENT TERMS

- 8.1 **General.** Partner Fees, including any Lead Bonus, Sales Commission, or other incentive, are governed solely by the Offer Terms displayed in the PartnerStack platform at the time the referral is generated.
- 8.2 **Eligibility.** Partner Fees are payable only for Qualified Leads and Qualified Sales that satisfy this Agreement and the Offer Terms. Invalid, duplicate, or fraudulent referrals are ineligible.
- 8.3 **Payment Schedule.** All Partner Fees are processed through PartnerStack in accordance with its payout procedures. The Partner must maintain an active PartnerStack account and payment method.

- 8.4 Modification of Offer Terms.** Cerri may modify Offer Terms at any time within PartnerStack. Such modifications become effective upon publication and apply to future referrals.
- 8.5 Taxes and Currency.** The Partner is solely responsible for any applicable taxes, levies, or bank fees. Payments are made in the currency specified in the Offer Terms.
- 8.6 Audit and Forfeiture.** Cerri may audit referrals and withhold or adjust payments for ineligible or fraudulent activity. Unclaimed or unverified Partner Fees may be forfeited as described in the Offer Terms or PartnerStack policies.

9 FRAUD PREVENTION AND MISCONDUCT

Cerri may suspend or terminate participation, disable links, or withhold payments if any Fraudulent Activity or policy breach is suspected. Examples include fake leads, self-referrals, automated clicks, or misleading advertising.

10 CONFIDENTIALITY

Each party may have access to the other's Confidential Information. Such information shall be used solely for purposes of this Agreement and protected with at least reasonable care.

This obligation does not apply to information that is public, independently developed, or legally required to be disclosed. The duty of confidentiality survives termination for three (3) years.

11 INTELLECTUAL PROPERTY AND PROPERTY RIGHTS

All rights, title, and interest in Cerri's software, documentation, trademarks, and materials remain the exclusive property of Cerri. The Partner acquires no ownership rights.

Any suggestions or feedback provided by the Partner may be used freely by Cerri without obligation.

12 TERM AND TERMINATION

12.1 Term. This Agreement becomes effective upon acceptance and remains in force until terminated.

12.2 Termination Without Cause. Either party may terminate participation by providing ten (10) days' written notice via email.

12.3 Termination for Cause. Cerri may terminate immediately if the Partner:

- (a) Breaches this Agreement;
- (b) Engages in Fraudulent Activity;
- (c) Harms Cerri's reputation; or
- (d) Becomes insolvent or ceases business.

12.4 Effects of Termination. Upon termination:

- (a) The Partner must immediately stop using Cerri materials and remove all links;
- (b) Valid commissions earned in accordance with the Offer Terms before termination remain payable once customer payments are received;
- (c) No new referrals will be accepted; and
- (d) Sections relating to Confidentiality, IP, Indemnification, and Limitation of Liability survive termination.

13 INDEMNIFICATION

13.1 The Partner shall indemnify and hold harmless Cerri, its directors, officers, and employees against any claims, losses, or expenses arising out of:

- (a) Breach of this Agreement;
- (b) Negligent or unlawful conduct; or
- (c) Misrepresentation of Cerri or its products.

13.2 Cerri will notify the Partner of any claim and may assume its own defense.

14 LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, special, or consequential damages or loss of profits. Cerri's total cumulative liability shall not exceed the total Partner Fees paid in the twelve (12) months preceding the claim.

15 COMPLIANCE WITH LAW AND ETHICAL CONDUCT

15.1 The Partner shall comply with all applicable laws, including:

- (a) anti-bribery and anti-corruption regulations (FCPA, UK Bribery Act, Swiss law);
- (b) data-protection and privacy laws (GDPR, FADP);
- (c) export-control and sanctions laws.

15.2 The Partner shall not offer or accept any improper payments or inducements.

16 FORCE MAJEURE

Neither party shall be liable for delays or non-performance caused by events beyond its reasonable control, including natural disasters, war, government action, or internet outages. Affected parties must notify the other promptly and use reasonable efforts to mitigate.

17 RELATIONSHIP OF THE PARTIES

The parties are independent contractors. This Agreement creates no partnership, joint venture, agency, or employment relationship. The Partner may not bind Cerri or make commitments on its behalf.

18 ASSIGNMENT AND SUB-PARTNERSHIP

The Partner may not assign or transfer this Agreement or engage sub-partners without Cerri's prior written consent. Cerri may assign this Agreement to its affiliates or successors.

19 DISCLOSURE OF RELATIONSHIP

The Partner must clearly state in marketing materials or online channels that it participates in the Cerri Partner Program as an independent partner, not as Cerri's employee or agent.

20 SEVERABILITY AND WAIVER

If any provision is held invalid, the remaining provisions remain enforceable. Failure to enforce any right shall not constitute a waiver of future rights.

21 ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire understanding between the parties concerning participation in the Program and supersedes any prior communications. Cerri may amend this Agreement by posting an updated version within PartnerStack or notifying Partners by email. Continued participation constitutes acceptance of such amendments.

22 ENTIRE AGREEMENT AND AMENDMENTS

All notices or communications shall be in writing and deemed delivered when sent to:

Cerri.com AG

Winkelriedstrasse 35

CH-6003 Lucerne, Switzerland

Email: sales@cerri.com