

# Terms & Conditions of the Referral Program “100 Program”

In order to meet the User's expectations, WebWaveCMS.com offers them an opportunity to participate in the “100 Program”, subject to the following terms and conditions.

## § 1 - Definitions

1. **New User** - A natural person with full capacity to act, who has an Administrator and/or Editor account in the Service, and who has become a Service User upon referral by another User in the Referral Program.
2. **Premium Plan** - A voluntary and paid plan for Service Users, which provides additional functionalities for the websites created.
3. **Third Party** - A natural person, legal entity or an unincorporated organization, other than a User.
4. **Referral Program** - A referral program entitled “100 Program”
5. **Commission** - Specific amount calculated by the Service Owner and payable to the User in exchange for the successful referral of the Service on the terms set out herein.
6. **Terms of Use** - A set of provisions that the User must accept in full in order to use the Service.
7. **Referral Program Terms & Conditions** - Terms and Conditions of the Referral Program “100 Program” containing the entirety of the provisions to be accepted by the User, in addition to the Terms of Use, in order to participate in the above-mentioned Referral Program.
8. **Service** - the entire environment and content of the online service available at <http://WebWaveCMS.com>, including updates and upgrades.
9. **Website** - A website created using the Service.
10. **User/You** - A natural person with full capacity to act, who has an Administrator and/or Editor account in the Service.
11. **Service Owner/We/Us** - Maciej Czajkowski, trading under the name WebWaver Maciej Czajkowski with its registered in Warsaw at ul. Sucharskiego 3/5.

Expressions in the singular shall include the plural and vice versa. Expressions in a given grammatical gender shall include other grammatical genders as well.

## § 2 - General Provisions

1. You may use the Referral Program only on the terms and conditions set out in the Referral Program Terms & Conditions, subject to prior acceptance thereof, and in accordance with the applicable laws.
2. Unless otherwise specified in the Referral Program Terms & Conditions, all the provisions and requirements laid down for the Users in the Terms of Use shall also apply directly to the rules for using the Referral Program described in the Referral Program Terms & Conditions.
3. Participation in the Referral Program is voluntary and requires the User to sign up for the Service. The rules of participation laid down in the Referral Program Terms & Conditions shall apply to “100 Program”.
4. The main purpose of the Referral Program is to offer Users an opportunity to earn rewards in exchange for referral of the Service to Third Parties, as a result of which the latter become New Users of the Service.
5. You are not allowed to use the Referral Program by creating more than one account for the same User in the system and refer the Service among the above-mentioned accounts.

## § 3 – Special Rules of 100 Program

1. In order to participate in the “100 Program”, an authorized User must complete a survey and specify the Service promotion scheme opted for. The promotion scheme is then analysed by the Service Owner, who at its own discretion decides whether the User – in accordance with the survey specifying the promotion scheme opted for – will be allowed to participate in the “100 Program”. You cannot appeal against the Service Owner’s decision and the said decision shall require no justification.
2. Each Third Party, who becomes a New User of the Service (signs up) as well as buys and pays for the Premium Plan within 30 days of signing up for the Service as a result of your referral under the “100 Program”, shall count towards Commission.
3. If a Third Party becomes a New User of the Service as well as buys and pays for the Premium Plan as a result of your referral within 30 days of signing up for the Service, your account shall be credited with a one-time Commission of PLN 300.00.
4. You may pay out the Commission earned under the “100 Program” provided that the Commission accrued amounts to at least USD 500.00 (five hundred).

5. A Third Party, who becomes a New User of the Service as a result of your referral i.e. clicks on the relevant referral link sent by you to that User, shall be registered as acquired by you.
6. A Third Party shall be awarded a New User status, as defined in these Referral Program Terms & Conditions, upon accessing the Service by clicking on the link sent by you, which must be the said Third Party's first ever access to the Service (the so-called First Click Principle). If a given Third Party has already visited the Service and has only returned by clicking on the referral link, the said Third Party shall not be considered a New User, as defined in these Referral Program Terms & Conditions, and your account shall not be credited with any Commission whatsoever.
7. The credited Commission shall accrue on your account in the Service.
8. You may pay out the Commission by ordering a transfer to your bank account or you may use it to purchase the services offered by us.
9. The Commission is payable on the basis of a bill or invoice issued by you to us within 14 days of delivery thereof to us. The date of payment shall be deemed to be the date of debiting our bank account.
10. After you have declared your intention to pay out the Commission, the Service Owner shall have the right to verify accuracy of the Commission accrued, so as to prevent situations where one User has more than one account in the Service and makes referrals of the Service between several accounts created for one User, as well as other unlawful acts, as defined in the Civil Code, including acts of unfair competition, crimes and offences.
11. If the Service Owner finds that the User has in any way abused the Referral Program, including as regards the calculation and payment of the Commission, the Service Owner may refuse to pay out the Commission, providing reasons for such a refusal. The User shall have the right to appeal against the above-mentioned decision of the Service Owner within 30 days of its delivery. Within 30 days of the appeal, the Service Owner shall inform the User either about approval of the appeal and payment of the Commission or about denial of the appeal.
12. In the event of a serious breach of the Terms of Use or the Referral Program Terms and Conditions or in case of actions referred to in § 3 para. 10 of the Referral Program Terms and Conditions, the Service Owner shall have the right to remove the User from the Referral Program as well as to delete the User account from the Service.
13. The Commission accrued on each individual successful referral by the User or on actions taken by a New User of the Service, acquired as a result of referral by the

User shall be cancelled and cannot be used (paid out) by the User after a period of 2 years from the date of accrual of the Commission on the User account, if the conditions for its payment have not been met and it has not been paid out successfully.

#### § 4 - Final Provisions

1. Any disputes and claims arising from the use of the “100 Program” shall be resolved by a court of competent jurisdiction under the applicable laws.
2. These Referral Program Terms & Conditions shall be governed by the Polish law.
3. No content included in the Service regarding the “100 Program” shall be deemed to represent a commercial offer or commercial information within the meaning of the applicable law.
4. Should any of the provisions of the Referral Program Terms & Conditions become unenforceable or illegal, the remaining provisions shall remain in force.
5. By accepting the Referral Program Terms & Conditions, you declare that you read in full all the provisions thereof and you do not raise any objections with respect to their form or content and you further agree to comply with all the provisions of the Referral Program Terms & Conditions.