

# TERMS AND CONDITIONS

## SUPPLIER AGREEMENT (COMPLETE PLAN)

WHEREAS, UAB "Click2Sell", located at Ateities str. 77-27, LT-06324 Vilnius, Lithuania, company code 300110581, VAT code LT100005028414, (hereinafter - "Click2Sell") is a digital products retailer and provider of comprehensive e-commerce services including, but not limited to, affiliate programs (the "**Services**");

WHEREAS, you ("you" or the "**Supplier**") are the business owner and supplier (manufacturer) of digital products or services (whether natural or legal person or its employees) subscribing to Click2Sell Services to sell your products or services to Click2Sell;

WHEREAS, [www.click2sell.eu](http://www.click2sell.eu) (the "**Website**") is secure online retail outlet for digital products and services (the "**Products**") obtained by Click2Sell from the Suppliers and offered for resale via the Internet;

WHEREAS, end user (the "**End User**") is person or entity that acquire Product for its own use from Click2Sell;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereby stipulate, agree and enter into the agreement (the "**Agreement**") as follows:

## 1. GENERAL PROVISIONS AND SCOPE OF THE AGREEMENT

1.1. This Agreement sets out general terms and conditions for using the Website.

1.2. The Supplier commits to supply Products and transfer additional rights, determined in this Agreement, to Click2Sell by submitting them to the Website. Click2Sell will use Products strictly to fulfil its business needs.

1.3. Click2Sell purchases Products from the Supplier for the purpose of resale to End Users who make a decision to buy Products of the Supplier at the Click2Sell

Shop.

1.4. The Supplier also undertakes to sell Products to Click2Sell properly, on time, and in a good and honest manner.

1.5. This Agreement is a long-term contract and is the basis for establishing individual purchases.

## **2. ACCEPTANCE AND CHANGES TO THE AGREEMENT**

2.1. Your access to and use of the Website and/or any Services is subject exclusively to this Agreement. BY REGISTERING FOR AND USING THE WEBSITE OR THE SERVICES YOU AGREE AND ACCEPT ALL OF THE THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND ALL THE POLICIES AND GUIDELINES THAT ARE INCORPORATED BY REFERENCE (INCLUDING, BUT NOT LIMITED TO, THE PRIVACY POLICY, THE FEES SCHEDULE AND THE PROHIBITED PRODUCTS LIST). You agree that any use by you of the Website and/or the Services shall constitute your acceptance of the Agreement and we recommend that you store or print-off a copy of the Agreement (including all policies) for your records. If you do not accept these terms and conditions you must immediately stop using the Website and/or the Services.

2.2. The Agreement comes into effect when the Supplier completes the registration at the Website, and it is valid for unlimited time.

2.3. Click2Sell may change, amend, delete or add to this Agreement or any of the terms and conditions contained in any policies or rules governing the Website and/or the Services at any time and in its sole discretion. Any such changes will be effective upon the posting of the revised Agreement or such policies and rules on the Website and you are solely responsible for reviewing any such notice and the corresponding changes to the Agreement. Your continued use of the Website and/or the Services following any such revisions to the Agreement or such policies and rules will constitute your acceptance of such changes. If you do not agree to any such changes, do not continue to use the Website and the Services and close your Account.

2.4. Click2Sell may at any time change or remove (temporarily or permanently) the Website, Products or Suppliers and their information from the Website without indicating the reasons of such change or removal and you confirm that Click2Sell shall not be liable to you for any such change or removal.

## 3. YOUR ACCOUNT

3.1. The Supplier, who wants to start using the Services, has to register at the Website. After you agree to be bound by this Agreement and complete the registration form, Click2Sell will establish an account for you (the "Account") and provide you with the unique logon ID and password. Click2Sell is entitled to refuse to register a new Supplier without indicating the reasons.

3.2. You can register more than one Account with Click2Sell. If you intend to use the Website both for meeting your needs as a natural person, and as a representative of a legal entity, then you have to create two separate Accounts in the Website – one for yourself as an individual user and another - for a legal person. It is prohibited to use the same Account for meeting the needs of both natural and legal person.

3.3. Use of the Website or/and the Services are limited to parties that are 18 years old or older and lawfully can enter into and form contracts under applicable law. To register, you must provide your information required in the registration form. Click2Sell will apply its undertakings and exercise its rights referring to this information. You authorize Click2Sell to verify the accuracy of your information and to perform credit or background checks as it desires. Click2Sell can also request you to provide any documents required to perform either your background check or check of your provided information. Particular documents that have to be submitted will be specified in the notification to you.

3.4. You are solely responsible for maintaining the confidentiality of your unique logon ID and password, and for their use. As traffic on this Website may be monitored, evidence of the use of the logon ID can be produced to support or defend any dispute or actionable cause or matter which arises in relation to your usage of the Service and/or the Website.

3.5. You confirm that at the registration at the Website you have entered correct data about yourself and that afterwards, when changing or adding this data in the Account, you will enter only correct data. The Supplier shall bear any losses that occur regarding to the submission of invalid/incorrect data. You unconditionally warrant that any Product characteristics submitted by you at the Website and any other information, data and/or content you provide: (i) will be correct, accurate and not misleading or otherwise deceptive; (ii) will not infringe the intellectual property rights of Click2Sell or any third party such as copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy; (iii) will not violate any law, statute, or regulation; (iv) will not be defamatory or libelous, and, (v) will not create liability for Click2Sell.

3.6. You shall not use the Website and/or the Services for any purpose that is unlawful or prohibited by this Agreement and legal requirements. The Supplier's registration at the Website implies the Supplier's confirmation and a guarantee that by selling Products to Click2Sell the Supplier will act honestly and in such way that it would meet the interests of both the Supplier and Click2Sell. Click2Sell has a right to restrict the Supplier's usage of the Website without prior notice if the Supplier uses the Website in unlawful or other unaccepted way.

3.7. You commit to provide Click2Sell with all the required information and documents. Click2Sell may hold payments due to you for your Products until you provide Click2Sell with the required information and documents. If you do not provide Click2Sell with the required information and documents after Click2Sell's notice, Click2Sell may set-off payments due to you as a compensation for damages.

## **4. PRODUCTS AND PRICING**

4.1. If the Supplier registers Products for inclusion in the Website, Click2Sell is entitled to purchase such Products for resale.

4.2. Click2Sell allows you to list and sell only digital products or services.

4.3. As the Supplier, you may list any item in the Website unless it is a prohibited item defined in or similar to the items listed in the Prohibited Products and Activities List ([link](#)). Click2Sell may change the Prohibited Products and Activities List in its discretion, without notice to you or your consent.

4.4. Each of your listed item will be reviewed by Click2Sell before making it available to be purchased. Click2Sell may deny any Product for any reason.

4.5. You agree to either host Products on your own server and provide Click2Sell the download link, access to your service subscription or provide Products for hosting them on Click2Sell servers.

4.6. You must provide the download link of the Product, access to your service subscription or the actual Product when you submit it to the Website. You must also provide the necessary marketing materials to Click2Sell (accompanying Product website, flyers, banners, descriptions, etc.).

4.7. You shall indicate a Product price in currency that you choose from the list of currencies available on the Website, including all the applicable taxes, shipping fees and other costs.

4.8. The Supplier agrees to give access to Products in advance by providing the download link or the actual Product to host on Click2Sell servers. Click2Sell will calculate your sales and pay the Supplier on a weekly or monthly basis or other intervals as agreed with the Supplier. You will be able to see the list of all sales of your Product in your Account.

4.9. The Supplier shall maintain sufficient inventory to fulfil purchases by Click2Sell in a timely manner.

## **5. PRODUCT OWNERSHIP**

5.1. The ownership of the Product is transferred to Click2Sell at the time of the Product placement in the Website.

## **6. PRODUCT QUALITY**

6.1. You agree to provide and sell only good quality Products.

6.2. You guarantee that your Products will be functioning normally and meet standard quality requirements and conditions of the respective kind of Products and will not have any hidden deficiencies. Click2Sell will not be responsible for any damage arising from the End User's failure to follow instructions relating to the Product's use.

6.3. If the Product that you sold is in a poor quality, Click2Sell or the End User can return faulty Product to you and you must replace it with the good quality Product.

## **7. PRODUCT SUPPORT**

7.1. You shall provide Product support to both Click2Sell and End Users (persons or entities that acquire Product for their own use from Click2Sell). You shall be solely responsible for the Product support of the End Users of Products.

7.2. Product support means responses to Click2Sell and End User inquiries, troubleshooting, End User education, provision of user manuals and other similar consultations.

7.3. You undertake to provide Product support in a timely manner after the support inquiry from Click2Sell or End User.

## **8. SERVICE FEES AND PAYMENTS**

8.1. At the time of the Product placement in the Website, Click2Sell purchases the Product from the Supplier at a wholesale price (indicated at the Website by the Supplier). Click2Sell shall not be restricted by the Supplier as to the price charged to End Users for the resale of Products purchased from the Supplier and may change the final price of the Product.

8.2. Click2Sell will pay you for the Product only after the actual sale of the Product was made.

8.3. If the Affiliate generated the sale, the wholesale price is automatically split between the Supplier and the Affiliate according to the commission percentage set by the Supplier. Amounts are credited to the Supplier and the Affiliate at the time of sale.

8.4. You agree to let Click2Sell charge you the "Commission Fees" for using the Website and the Services in accordance with the terms set forth in the Fees Schedule ([link](#)). You agree and acknowledge that no other circumstances, including, but not limited to, the actual closure of the purchase, cancellation of the purchase, shipment, delivery or return of the Product, payment of the price and/or refund of the price shall influence your obligation to pay the Commission Fees.

8.5. Click2Sell reserves the right to undertake anti-fraud checks including manual review of orders to verify End Users credentials. In some instances the due process of these anti-fraud checks may cause delay in the sale and distribution of the Products to the End User. In the event of the End User seeking to cancel the order from Click2Sell due to such delay or process, Click2Sell will also cancel the order from the Supplier and shall not be liable to the Supplier for such cancellation.

8.6. Click2Sell shall also distribute commissions due to the Supplier's Affiliates and any other fees, deductions and expenses as set out in this Agreement.

8.7. The sums due to the Supplier shall be clearly shown in the Sales reports in the Supplier's account.

8.8. Click2Sell may also temporarily hold any portion of the funds in your Account if Click2Sell, in its sole discretion, determines such action is needed to secure payment for, performance of, and/or assurances regarding any liabilities,

obligations, or indebtedness you may incur with Click2Sell or any other third party.

## **9. GRANT OF RIGHTS**

9.1. By listing the Product in the Website, you represent and warrant to Click2Sell, prospective End Users and Affiliates (if you chose to participate in the Affiliate Program) that you are the owner of the Product and/or have the right and ability to sell the Product and that the listing is accurate, current, and complete and is not misleading or otherwise deceptive. Click2Sell retains the right to immediately halt any sale, prevent or restrict access to the Website or the Services, or take any other action to restrict access to or availability of objectionable material, any inaccurate listing, any inappropriately categorized Products, any unlawful Products, or any Products otherwise prohibited by this Agreement or applicable law or in any other case in its sole discretion.

9.2. By submitting the Product to the Website, you grant to Click2Sell the following rights to the Product: (i) the exclusive, worldwide, royalty free, perpetual, non-revocable license and right to copy, publish and distribute the Product in any form and in any language and the right to translate and publish and distribute the Product to other internet sites under license with Click2Sell; (ii) the right to create derivative works from the Product, the right to include the Product in advertising and promotion, and the right to sub-license, reproduce, resell, and redistribute the Product, and any derivative works thereof, to third parties in any medium and anywhere in the world.

9.3. The Supplier gives Click2Sell a exclusive and transferable license to market and resell Products to End Users and where appropriate to effect delivery of digital titles and/or relevant license keys and/or product activation codes to End Users through the Internet and/or other networks. Such resale shall be subject to the terms and conditions issued by Click2Sell in respect of End Users, and in the event of any conflict such terms and conditions shall take precedence over any sales terms imposed by the Supplier including terms and conditions on the Supplier's website or in any End User License Agreement issued by the Supplier.

## **10. RETURNS AND REFUNDS**

10.1. Click2Sell can return the faulty Product and demand for the refund.

10.2. Click2Sell will, at its discretion, allow for the return or replacement of any

Product within 90 days from the date of sale.

10.3. When the Product is returned, the End User receives a 100% refund. Payouts from that sale are debited back out of the corresponding Supplier and Affiliate accounts.

10.4. A sale is revoked if the End User's bank later claims the sale was unfunded, unauthorized or fraudulent. Revoked sales cost Click2Sell money and harm our reputation as a reliable Product retailer. In these instances, we charge the Supplier \$30 per credit card chargeback. Click2Sell reserves the right to charge increased fees per credit card chargeback, up to \$100, if the Supplier's Products generate chargebacks in excess of 1% in any 90-day period.

## **11. INTELLECTUAL PROPERTY**

11.1. The URLs representing the Click2Sell Website(s), "Click2Sell," and all related logos of our Services described in our Website are either copyrighted by Click2Sell, trademarks or registered trademarks of Click2Sell or its licensors. In addition, all page headers, custom graphics, design, button icons, scripts and source code are copyrighted by Click2Sell. You may not copy, imitate, modify, alter, amend or use them without our prior written consent. All right, title and interest in and to the Website and any content thereon is the exclusive property of Click2Sell and its licensors.

## **12. PRIVACY AND PERSONAL DATA MANAGEMENT**

12.1. You shall agree and comply with the procedures and conditions set in the Click2Sell's Privacy Policy ([link](#)).

12.2. Your personal data that you provide will be used to identify you as the Supplier and to execute this Agreement.

12.3. You acknowledge and agree that Click2Sell may provide to the End Users and the Affiliates (if you chose to participate in the Affiliate Program) information that is reasonably necessary for them to communicate with you regarding any issues that may arise in connection with their purchase or Product, or referral. You agree that Click2Sell shall not be liable for the collection and/or disclosure of such information



to the End User or the Affiliate.

12.4. You shall not to use any information about other Website and/or Services users which may become known to you from the Website or which may be disclosed to you by Click2Sell, except to enter and complete transactions, and not to use any such information for purposes of solicitation, sending unsolicited email or spamming, harassment, or other activities that Click2Sell deems unacceptable or objectionable.

## **13. TERMINATION (LIMITATION) OF THE AGREEMENT**

13.1. The term of this Agreement is for a period of time when you successfully register for the Click2Sell Account until this Agreement is terminated for whatever reason. You may close your Account and terminate this Agreement at any time by logging in to your Account and then following the instructions. Account cancellation shall mean the Agreement termination.

13.2. At any time and for any reason in its sole discretion Click2Sell may terminate this Agreement, your access to the Website and/or the Services, your Account and may halt any pending listings or sales at any time without notice to you. Click2Sell shall have no liability or obligation for the termination of this Agreement.

13.3. You may not close your Account to evade an investigation on your fraudulent activities. If you attempt to close your Account while we are conducting an investigation, we may hold your funds for up to 180 Days to protect Click2Sell or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liabilities of whatever nature. You will remain liable for all obligations related to your Account even after the Account is closed.

13.4. In case of the material breach of the Agreement committed by you (including, but not limited to, excessive chargebacks, fraudulent/misleading information about your Products, breach of applicable law, etc.) Click2Sell reserves the right to impose a penalty on you equal to your total earnings of 6 (six) previous months. This penalty is considered minimal losses of Click2Sell, which do not have to be proved, and you agree to pay it.

## **14. INDEMNIFICATION**

14.1. You agree to indemnify and hold Click2Sell, its parent, sister companies, subsidiaries, affiliates, service providers, sellers, distributors, licensors, officers, directors and its employees harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Click2Sell arising out of any breach by you of this Agreement or other liabilities arising out of your use of this Website or the Services.

14.2. You are responsible for all reversals, chargebacks, fees, fines, penalties and other liability and/or losses incurred by Click2Sell, the End User, or a third party caused by your use of the Services and/or arising from your breach of this Agreement. You agree to reimburse Click2Sell, the End User, or a third party for any and all such liability.

14.3. If the End User claims for damage reimbursement in relation to your Product, you must immediately act on reimbursing such damage.

14.4. If you sell Product which does not comply with statutory requirements and state authorities apply sanctions to Click2Sell for selling such Product to End Users, you must reimburse these losses to Click2Sell.

## **15. EXCLUSION OF WARRANTIES AND LIABILITY**

15.1. YOU SHALL ACCEPT THE WEBSITE AND THE SERVICES "AS IS" WITH ANY FAULTS OR FAILINGS AND WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF ACCURACY, COMPLETENESS, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU EXPRESSLY AGREE THAT YOUR USE OF THE CLICK2SELL SERVICES IS AT YOUR SOLE RISK.

15.2. TO THE FULLEST EXTENT PERMITTED AT LAW, CLICK2SELL WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, ANY INJURY, OTHER LOSS OR CLAIM, OTHER DAMAGES) ARISING OUT OF OR IN CONNECTION WITH ANY YOUR OR END USER'S ACCESS TO, OR USE OF THE WEBSITE AND/OR SERVICES, ANY MATERIAL THEREON OR ANY PRODUCTS, GOODS, MATERIALS OR SERVICES AVAILABLE THEREFROM, WHETHER BASED IN CONTRACT, TORT AND WHETHER NEGLIGENT OR OTHERWISE, EVEN IF CLICK2SELL HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. IN THE EVENT THAT THIS EXCLUSION OF LIABILITY IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE UNLAWFUL, BUT THAT LIABILITY MAY BE LAWFULLY LIMITED, CLICK2SELL'S AGGREGATE TOTAL LIABILITY TO YOU FOR ALL SUCH DAMAGES AND LOSSES SHALL BE LIMITED TO THE 50 USD.

## **16. MISCELLANEOUS PROVISIONS**

16.1. If any section or portion(s) of this Agreement is declared invalid by any court of competent jurisdiction or a government agency having jurisdiction, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those to which it is held invalid by such court, shall not be affected thereby, and this Agreement shall remain in full force and effect. To the extent possible, the parties shall reform such invalidated section or portion(s) thereof in a manner that will render such provision valid without impairing the parties' original intent.

16.2. This Agreement is personal to you and it can not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Agreement and the rights and/or obligations stipulated in this Agreement shall be null and void. Click2Sell may freely assign this Agreement without consent or notice.

16.3. All the notices, consents and other communication of the parties related to this Agreement shall be delivered via e-mail or in the Account panel.

16.4. These Terms and Conditions shall be interpreted and governed in general by the laws of the Republic of Lithuania, without respect to the conflict of laws provisions. Any dispute or claim with respect to the validity, construction or enforceability of these Terms and Conditions or arising out of or in relation to these Terms and Conditions, or for the breach hereof shall be initially resolved by the parties in good faith within thirty (30) days from the day of notice by any of the parties to the other party as to the existence of a dispute or claim. The dispute not settled by the parties through negotiations or correspondence shall be adjudicated by the Court of the Republic of Lithuania in accordance with the procedure determined in the regulatory enactments of the Republic of Lithuania.