

Terms and Conditions of Parkour Design Affiliate Program

By signing up to be an affiliate in "Parkour Design Affiliate Program" you agree to be bound by the following terms and conditions. Please ensure that you read this document carefully before submitting your application as it describes many aspects of our future relationship. These Terms constitute a legal agreement between "Nimbus Riders" (defined below) and you.

1. Definitions

- **Accounts** – mean accounts created by us for the Referred Customers to use "Parkour Design" Services, according to the Pricing Plans in one of the options available on <https://parkour.design/#plans>.
- **Affiliate Account** – means an account you create by submitting details to the application form to manage your activity within the Program.
- **Affiliate Code** – means unique code used during a purchase identifying you as a referring Affiliate.
- **Agreement** – means these Terms of Affiliate Program together with any other document that may be executed between you and "Nimbus Riders" in the course of our relationship and all materials referred or linked to here or therein.
- **Application** – means application form, which shall include the data specific to each Affiliate.
- **Commission** – means the amounts to be paid to the Affiliate by "Nimbus Riders" under these Terms.
- **Effective Date** – means a date we notify you of acceptance as per Section 2, or we create the Affiliate Account for you, whichever occurs first.
- **"Nimbus Riders"** – Nimbus Riders Spółka z Ograniczoną Odpowiedzialnością, address: ul. Heweliusza 11/811, 80-890 Gdańsk, Poland.
- **Marketing Materials** – materials containing the description of Services, logos, and/or other promotional materials of "Parkour Design" Service.
- **"Parkour Design"** – the service provided by "Nimbus Riders" for designing show jumping courses.
- **Program** – means Affiliate Program as described in this Terms.
- **Referred Customer** – means an entity that, under a relationship with you, purchases the Service via an Affiliate Link, and pays remuneration in connection with "Nimbus Riders".
- **Services** or **"Nimbus Riders" Services** or **"Parkour Design"** or **"Parkour Design" Service** – mean the "Parkour Design" service for designing show jumping courses that is offered to the Referred Customers under an Account and provided by us subject to the Terms of Service.
- **Terms** – mean these terms of the Affiliate Programs.

- **Terms of Service** – mean the then-current versions of "Parkour Design" Terms of Service, "Parkour Design" Privacy Policy as generally available at "Parkour Design" website.
- **We, us, our, "Nimbus Riders"** – means Nimbus Riders Spółka z Ograniczoną Odpowiedzialnością, address: ul. Heweliusza 11/811, 80-890 Gdańsk, Poland.
- **You, your, Affiliate** – means an entity entering into this Agreement, other than "Nimbus Riders", to participate in the Program and accepted by "Nimbus Riders".

2. Application

1. To become our Affiliate, you have to fill out the Application. Please use only current, complete and accurate information and personal data for this purpose.
2. Please be informed that providing false information in the Application and further in your Affiliate Account may result in suspending the Affiliate Account (which means suspending your participation in the Program) and/or immediate termination of the Agreement (which means shutting down the Affiliate Account) and forfeiture of all outstanding Commissions.
3. During the term of your partnership, you shall perform obligations hereunder with due diligence and in accordance with these Terms and Terms of Service.
4. By creating an Affiliate Account, you consent to receive system notifications via email. These notifications may include but are not limited to, updates to our Terms and/or Terms of Service, information about new payout methods, migrations to new panels, and notifications about upcoming account termination due to inactivity.

3. Referred Customers

1. To be eligible for the Commission, the Referred Customer must:
 - a. be referred by you to "Nimbus Riders" under this Agreement;
 - b. not be a direct customer of any service offered by us;
 - c. not have been a direct customer of any service offered by us during twelve (12) months before being referred by you;
 - d. not have contacted or been contacted by us in connection with any service offered by us, within a period of three (3) months before being referred by you;
 - e. not be affiliated or otherwise related with you, including but not limited to, as an employee, employer, consultant, contractor, board member, manager, agent, or your representative, or as an entity that controls, is controlled by, or is under common control with you, unless we are informed of such relationship and expressly grant Referred Customer status to the prospective customer by email. For the avoidance of doubts, in any case, the Referred Customer shouldn't be a family member of the Affiliate;

- f. not be a Referred Customer of a different Affiliate and/or Partner participating in this Program or other partner program offered by us.
2. We will not accept purchases made by you nor Accounts created by you. This shall also mean that purchases made not under your name but with the use of your payment medium (e.g. PayPal, credit card, check, bank account) will not entitle you to the Commission.
3. We can deactivate your Account at our discretion if we receive a chargeback request connected with your account (integrated).
4. We will verify whether each prospective customer meets the requirements of Sections 3(1) and 3(2) above. We will notify you of the acceptance or rejection of each referral.

4. Affiliate Program Commission

1. The Affiliate will receive a Commission for each complete purchase of the Service within the Affiliate Program made in the Agreement term by the Referred Customer. This means that the Affiliate will receive the Commission upon accepted payment if the customer was referred through the Affiliate's assigned unique promo code and the customer's software allowed "Nimbus Riders" to save such a referral cookie. The Affiliate is not entitled to the Commission for the purchases of the Service made by the Affiliate himself/herself, their corporation, employer or the like or any other entity which controls, is controlled by or is under common control with, the Affiliate. This includes also any purchases made not under Affiliate's name but with the use of Affiliate's payment medium (e.g. credit card, check, bank account, PayPal account).
2. The above applies to all the Commission for purchases made during the term of Affiliate's employment contract (or any other contract being the basis of employment), if any, and within 3 months after its expiration or termination, concluded with "Nimbus Riders" or any other entity which controls, is controlled by or is under common control with "Nimbus Riders", or during the term when Affiliate is an officer, director or representative, if relevant, of "Nimbus Riders" or any other entity which controls, is controlled by or is under common control with "Nimbus Riders" and within 3 months after this term.
3. If the Referred Customer purchases the regular version of the Service, the Affiliate will receive a residual Commission calculated as a percentage of the amount paid to "Nimbus Riders" for the Service by the Referred Customer. In such case, the Commission rate is 30%.
4. In the case of a monthly subscription purchase, the Affiliate is entitled to receive a Commission on all monthly payments made by the Referred Customer for a period of one year, starting from the date of the first purchase.
5. Where the Referred Customer paid for the Service in other currency than the one used for settlement purposes with the Affiliate, we will convert and credit the associated Commission in the relevant currency using the index of European Central Bank from the time of payment.

6. "Nimbus Riders" reserves the right to grant discounts for the Service to chosen customers. Commissions reflect a percentage, not a particular amount, therefore it is possible that the Commission on the sale of the same Service may be different every month.
7. Commissions are calculated on the last day of each month and are paid out only when the accrued Commissions exceed either USD 50, EUR 40, GBP 50 or PLN 150 (depending on the Affiliate's domicile/residence). If on the last day of the month, the balance owing in the account is less than the aforesaid limit, the Commission will be accumulated in the account. The Commissions are credited to your Affiliate account once the Referred Customer pays for the Service. Commissions are only earned if a Referred Customer makes a payment in full.
8. Accrued Commissions are paid around the 20th day of every subsequent month in the form of a PayPal account, Wise or via other payment methods if agreed individually with "Nimbus Riders".
9. If the accrued Commission does not exceed amounts indicated in section 7 above, your right to receive this Commission shall expire after 12 months from the moment you acquired it and we will no longer be obliged to the payment of such a Commission.
10. Based on internal risk analysis, "Nimbus Riders" reserves the right to withhold first-time payments and any other payments originating from an account where there is suspected fraud activity – for a period of up to 6 months and in cases the Affiliate violates any of the provisions of these Terms – all Commissions accrued and not paid out for as long as the Affiliate is in breach. "Nimbus Riders" reserves also the right to disqualify or withhold the Commissions earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods. The disqualification or withholding of the Commission also applies if accounts of Referred Customers are reporting chargebacks. The chargeback ratio shall be monitored and determined on an ongoing basis by "Nimbus Riders", at its discretion.
11. The Affiliate's receipt of the payment may vary based on the method of payment selected, including delays in mail delivery or time required to complete electronic transactions.
12. To ensure proper Commission payment, the Affiliate is solely responsible for providing and maintaining accurate contact details including address, as well as payment information associated with the Affiliate's account. If you are a US taxpayer, you should include without limitation a valid tax identification number and Form W-9. If you are a non-US taxpayer, you should provide us with your tax identification number. We may require any other tax form, as required by the US tax authorities. No Commission payment shall be made unless the Affiliate provides "Nimbus Riders" with accurate and complete contact and tax details. If you do not provide us with the information necessary for the proper Commission payment, your right to receive the Commission shall expire after 12 months from the moment you acquired it and we will not be longer obliged to the payment of such a Commission. Please note that we may also deny the payment of the Commission if the Referred Account was closed and removed from our systems within the period you did not provide us with the data necessary for the payment and we are no longer able to verify your right for the Commission.

13. The Affiliate acknowledges and agrees that all the sums of Commissions payable under the Program are calculated jointly for the purpose of fulfillment of tax obligations.
14. "Nimbus Riders" reserves the right to change the Commission rate and Service prices at any time. Any Commissions accrued after such a change will be at the new rate.

6. Refunds and Chargebacks

1. Any Customer's refunds, reversals or credit card chargebacks owed by "Nimbus Riders" to the Referred Customer will result in the appropriate Commission amount being deducted from your payment amount ("Deducted Commission"). If the Commission from that sale has already been paid to you, the amount will be deducted from future payments of the Commissions. If the Commission owed to you in the next period is not sufficient to satisfy the Deducted Commission, we may invoice you for the payment of the remaining debt immediately and you are obligated to pay it within the payment date provided in the invoice.
2. We reserve the right to terminate the Agreement with immediate effect in the event of not receiving the remaining debt within the payment date provided in the invoice as referred to in clause 1 above.
3. Any fraudulent activity that can be traced directly to your actions will cause immediate termination and forfeiture of any Commission earned.
4. If an Account of a Referred Customer is terminated due to practices or actions that we consider abusive, prohibited or that violate Terms of Service in other ways, we reserve the right, at our sole discretion, to withhold or forfeit the Commissions earned (regardless of whether paid or outstanding) for referring the terminated customer. If the number of terminated customer accounts referred by you is abnormal or we may reasonably suspect that it is a part of fraudulent activity, we shall have the right, at our sole discretion, to forfeit not only Commissions earned for referring terminated Referred Customers, but all Commissions earned (regardless of whether paid or outstanding) by you during the term of Agreement and to terminate the Affiliate Account immediately. As regards settlement rules sections 1 and 2 above shall apply accordingly, i.e. we are entitled in particular to deduct relevant amounts of forfeited Commissions from future payments due to you and if the Commission owed in the next settlement period is not sufficient, we may invoice you for payment of remaining debt.
5. "Nimbus Riders" reserves the right to charge the Affiliate of the cost of the chargeback procedure and deduct such a cost from the future payments of the Commission, respectively.

7. Reservation of Rights

1. We reserve the right to take the following actions at any time, in our sole discretion and without liability:

- a. we can add services or functionality to "Parkour Design" Service or cease the provision of services or functionality included in the Services or change the Service or any part of it;
 - b. we can modify, add or delete any documents, information, graphics, marketing materials, design, and any content appearing on or in connection with this Program or our website.
2. At no time and under no circumstances shall this Agreement prohibit or limit our right to promote, market and/or sell "Parkour Design" Service, on a direct or indirect basis, via any sales channel or otherwise, including but not limited to through websites, the "Parkour Design Affiliate Program" or any other referral program or method, or to appoint other partners to any referral program.
3. We reserve any and all rights not expressly and explicitly granted under this Agreement.
4. "Nimbus Riders" reserves, at its sole discretion, the right to refuse to anyone participation in the Program at any time.

8. Limitation of liability

1. **Disclaimer of Warranties.** WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE "NIMBUS RIDERS" SERVICES, CONTENT, PARKOUR DESIGN AFFILIATE PROGRAM FOR ANY PURPOSE. THE "NIMBUS RIDERS" SERVICES MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE "NIMBUS RIDERS" SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND. WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE SERVICES, THIS AGREEMENT AND THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
2. **No Indirect Damages.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE "NIMBUS RIDERS" SERVICES, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES.
3. **Limitation of Liability.** IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THE "NIMBUS RIDERS" SERVICES, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WE BOTH AGREE THAT OUR LIABILITY WILL BE LIMITED TO THE AGGREGATE AMOUNT PAID BY US IN ONE 60 DAYS PERIOD IMMEDIATELY PRECEDING THE DATE OF NOTIFICATION OF AN EVENT GIVING RISE TO SUCH LIABILITY.

4. Neither party shall be responsible for any delay or failure in the performance of their obligations under these Terms due to Force Majeure or other occurrences that are beyond reasonable control of the party in default or failing to fulfill obligations. By Force Majeure the Parties understand as an exceptional occurrence, caused by an external factor which cannot be foreseen, and which could not be prevented. Force Majeure occurrences include in particular: war, natural disasters, strikes, breakdowns, DDoS attacks or other disruptions in telecommunication networks or data communication infrastructure, emergency government action and administrative measures, activities of entities that affect the provision of the Service or "Parkour Design" websites, and whose activity is independent of the Parties. "Nimbus Riders" shall not be liable for any claim, loss or damage if, for any reason whatsoever, its website fails or is non-operational.
5. We shall not be responsible if a referred sale goes unregistered for any reason.
6. We shall not be responsible also for delays in payments until you provide complete payment details or activate your bank or payments accounts, e.g. in the PayPal service, necessary for the execution of the payment transfer.
7. If you provide to us with incorrect details (name, address, etc.) and as a result, we will have to undertake additional actions of any kind regarding payment, in particular, void a check and issue and send you another one, you will be obliged reimburse us the costs and expenses, including additional fees and penalties imposed by a relevant bank, resulting from such actions. We reserve the right to refuse to undertake additional actions regarding payment to refuse for example to issue another check, or use another PayPal account, if you submit a relevant request after 12 months of making payment, or if you failed to inform us about problems with payment within the above period, or if we have reasonable grounds to suspect fraudulent activity.
8. "Nimbus Riders" shall not be responsible for any intermediary charges, transaction fees and other costs or expenses accrued by the Affiliate in connection with the Program.

9. Intellectual Property

1. The trademarks, names, service marks, logos, brand names, domain names, slogans and trade names of "Nimbus Riders", features and add-ons of the Services, as well as other names and designations used by us in connection with "Parkour Design" Service, or business ("Intellectual Property") are proprietary works, trade names and trademarks of "Nimbus Riders". You acknowledge our exclusive ownership of the Intellectual Property and acquire no right, title or interest in or to the Intellectual Property hereunder, except as otherwise expressly provided by this Agreement.
2. Subject to the conditions provided herein, we may, at our sole discretion, grant you, during the term of this Agreement, a non-exclusive, non-transferable, limited, revocable license to use the marketing programs, materials and tools provided by us in connection with this Agreement solely for the purpose of this Agreement. Use of such marketing programs, materials and tools is subject to the terms of this Agreement and any advertising or marketing use guidelines we may from time to time establish.

3. You will cooperate with us to allow review if use of the Intellectual Property, marketing programs, materials and tools is compliant with this Agreement. If we, at our sole discretion, determine that your use thereof is not compliant with the terms of this Agreement, you will promptly modify or discontinue use of such Intellectual Property, marketing programs, materials or tools as directed by us.
4. If you set up a domain name that includes any of the Intellectual Property, upon request, you will transfer the domain name to us free of charge.
5. You hereby grant to us a worldwide, non-exclusive license to use your business name and logo in connection with this Agreement, as well as for marketing purposes of "Nimbus Riders".
6. Nothing in this Agreement transfers or assigns to you any right or title in or to the Intellectual Property, marketing materials, the Services, or any other technology, products, services or intellectual property of "Nimbus Riders". You irrevocably, without any limitation whatsoever, hereby transfers to "Nimbus Riders" any and all right, title or interest in or to any suggestions, enhancement or change requests or other feedback regarding the Services, provided by you to "Nimbus Riders", which fall within the protection of copyright or other intellectual property right law.
7. You will immediately inform us upon notification or otherwise obtaining knowledge of any actual or alleged infringement of the Intellectual Property by any third party, as well as of any claim raised in connection with the Intellectual Property, in order to enable us to undertake any necessary actions to protect our rights. You shall fully co-operate with us in maintaining and defending the ownership and validity of the Intellectual Property against infringement and claims of infringement, including but not limited to, in any legal proceedings regarding the Intellectual Property.

10. Confidential Information

1. Confidential Information shall mean all information and material disclosed by "Nimbus Riders" to the Affiliate, (i) whether orally or in writing, (ii) irrespective of whether received directly from us via our suppliers, or from third parties acting on behalf of "Nimbus Riders", that is designated as confidential, and (iii) "Nimbus Riders"'s lists of customers or Referred Customers, whether or not otherwise designated as confidential, and (iv) terms and conditions of Application. The Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to "Nimbus Riders" or (ii) was known to the Partner prior to its disclosure by "Nimbus Riders" without breach of any obligation owed to "Nimbus Riders". You shall: (i) protect the confidentiality of the Confidential Information by using the same degree of care that you use with your own confidential information, but in no event less than reasonable care, (ii) not use the Confidential Information for any other purpose than to perform this Agreement, (iii) not disclose Confidential Information to any third party, and (iv) limit access to Confidential Information to your employees, contractors and agents, who need to know such information. You may disclose the Confidential Information if required to do so under any federal, state, or local law, subpoena or legal process.

2. You acknowledge that immediate, extensive, and irreparable damage may result if the provisions of this Section 10 are not specifically enforced. Therefore, in addition to, and not in limitation of, any other remedy available to "Nimbus Riders" for breach of such provisions, we may seek to enforce this Section in judicial proceedings by seeking a decree of specific performance by a court of competent jurisdiction and seek appropriate injunctive relief as may be applied for and granted in connection with such enforcement.

11. Restricted Activities

1. You will not take or encourage any action, the purpose or effect of which would be to circumvent, breach, diminish or interfere with the value or benefit of contractual relationships between us and any of their customers. You agree not to directly or indirectly contact, solicit, or persuade any customers or employees of us to purchase products, services or work for any person or entity that operates in industries that compete directly or indirectly with "Nimbus Riders".
2. Without limiting the generality of the foregoing, you will not:
 - a. undertake any activities that may be illegal or harmful to our reputation or "Parkour Design" Service, including, but not limited to, conduct inconsistent with the public interest, deceptive, misleading, unethical, or immoral nor
 - b. undertake any activities that may be insulting, obscene, threatening, abusive, harassing, defamatory, libelous, slanderous, deceptive, privacy infringing or other improper language, while contacting our employees or representatives; undertaking any other activity that interferes with, is, or may be harmful to our employees, officers, representatives, our business, reputation, goodwill or the ability of other Customers to effectively use our Service.
3. The Affiliate shall not (i) associate any content made available on the Affiliate Panel and Affiliate's website, in particular, the marketing materials or (ii) offer to provide any goods or services, or (iii) engage in business practices that:
 - a. are unlawful, threatening, abusive, harassing, defamatory, obscene, libelous, slanderous, deceptive, fraudulent, invasive of another person's privacy, tortuous, or otherwise violate "Nimbus Riders"'s rules or policies;
 - b. endorse a political party, candidate, elected official, or opinion or present person suffering from, medicating for, a physical or mental ailment with the use of materials that we render available to you;
 - c. victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
 - d. infringe on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party, including, but not limited to, unauthorized copying and posting pictures, logos, software, articles, musical works and videos;
 - e. contain harmful content, including, without limitation, software viruses, Trojan horses, worms, time bombs, cancelbots, spyware, or any other files, software programs, or technology that is designed or intended to disrupt, damage, surreptitiously intercept or expropriate services or any system, program, data or

personal information, or limit the functioning of any software, hardware, or equipment or to damage or obtain unauthorized access to any data or other information of any third party;

- f. impersonate any person or entity, including any of our employees or representatives or other Affiliates (participants of partner programs);
- g. otherwise violate any law, statute, ordinance, or regulation including, without limitation, those governing consumer protection, Internet tobacco sales, unfair competition, anti-discrimination or false advertising;
- h. offer or disseminate fraudulent goods, services, schemes, or promotions (e.g. make money fast schemes, chain letters, pyramid schemes) or engage in any unfair deceptive act or practice;
- i. are associated with any form of gambling or lottery-type services ;
- j. are associated with any form of racism, hatred, profanity, mail fraud, adult, sexually-oriented, or obscene materials or services, including without limitation, any material clearly designed to sexually arouse the viewer/reader (e.g. books, text, photos, videos, X-rated movies, pornographic materials, etc.), any materials which require individuals to be eighteen (18) or older to view or purchase those materials, escort services, and adult websites, or any material which may be insulting to another person or entity;
- k. are associated with the sale of any controlled drug that requires a prescription from a licensed practitioner; or any over-the-counter drug, or nonprescription drugs;
- l. are associated with illegal telecommunications or cable television equipment, such as access cards, access card programmers and unloopers, cable descramblers or filters;
- m. are associated with weapons of any kind and related items, including firearms, firearm parts and magazines, ammunition, BB and pellet guns, tear gas, stun guns, switchblade knives and martial arts weapons;
- n. market for:
 - i. i. nicotine, nicotine services, services imitating nicotine services, symbols relating to smoking or nicotine;
 - ii. drugs of any kind, services relating to drugs, symbols relating to drugs, the use of drugs of any kind;
 - iii. medical services, medical aid, medical assistance, medicines;
 - iv. video lotteries, cylindrical games, card games, dicing, and automated games
 - v. call on minors directly to purchase "Parkour Design" service;
 - vi. encourage minors to influence their parents or other persons with an aim of impelling them to buy "Parkour Design" service;
 - vii. take advantage of minors' trust upon their parents, teachers or other persons
 - viii. reasonably show minors in dangerous situations, or
 - ix. are intended to affect the subconscious of a recipient.

- o. make any promises or guarantees about the Services beyond those accepted by us, or otherwise incur any liability on behalf of "Nimbus Riders", in particular, you should always provide the prospective customers and Referred Customers with true and up-to-date information on pricing, discounts, and Services;
 - p. use a third party to perform the obligations under this Agreement without our prior written consent;
 - q. send unsolicited emails or any communication without the recipient's proper consent.
 - r. Uploading, posting, emailing, storing, linking to, transmitting or otherwise making available any Content that includes false or misleading content presented as news and communicated as propaganda that consists of intentional misinformation for the purpose of misleading, causing annoyance, inconvenience, danger, obstruction, insult, injury, political incitement, criminal intimidation, hatred or ill will;
 - s. uploading, posting, emailing, storing, linking to, transmitting or otherwise making available any Content that directly or indirectly contradicts guidance from leading global health organizations and public health authorities.
4. If you take any action described in this Section, or any other action that we reasonably determine to be detrimental to us or our services, we may withhold (temporarily or permanently) payment of Commissions or/and terminate this Agreement effective immediately.
5. Please be informed that as the Affiliate you shall comply with any prevailing codes of practices, procedures and all applicable laws, regulations, rules and industry guidance issued by government agencies, self-regulatory bodies and trade associations covering anti-money laundering, data protection, deposit-taking, e-money, payment services and promotional activity that relate to the referral of potential customers of "Parkour Design" service.

12. Promotion and Marketing

1. To the extent you wish to promote or market the Services you shall promote the Services at your own cost and expense, unless we expressly grant you with certain benefits in writing. You will act at your own risk and in compliance with this Agreement and other our policies, including Terms of Service. You may only hire or cooperate with sales representatives or other personnel to promote Services and perform other activities under this Agreement upon our prior consent. You are solely responsible for all acts and omissions of any such representatives or other personnel.
2. Before creating your own Service-related promotional or marketing materials, marketing techniques, or promotional campaigns, or participating in any industry event in your capacity as an Affiliate, you must in each instance obtain our prior approval. We will not unreasonably withhold such approval. You must not produce or distribute your own materials that are deceptively similar to those produced, published or provided by us or which suggest they originate from us.

3. You may promote the Services on social media, but we must pre-approve the content. At all times you must comply with the following social media guidelines: (i) use your own name or business name on the social media account, (ii) do not present yourself as an employee, representative or agent of "Nimbus Riders", (iii) do not post discriminatory, insulting or offensive content or comments, (iv) respect the privacy of other users of the social media channel, (v) respect copyrights and all other intellectual property rights of "Nimbus Riders" and third parties.
4. You may not use mass telemarketing to promote the Services, including automatic calling devices. You may not use pre-recorded or artificial voice messages or send fax, email, or text messages to anyone with whom you do not have an established business relationship, or who has not given prior express consent to send such messages. It is your responsibility to comply with all applicable laws and regulations applicable to personal data protection, privacy or unsolicited commercial communications.
5. You may not promote "Nimbus Riders" in a way that requires a prospective customer to act (such as sign up for a "Parkour Design" Service or Free Trial) in order to receive a reward, gift, or other compensation as a result of such action. Promoting "Parkour Design" Service with an incentive of "cash back" to prospects or Referred Customers in return for signing up for an Account is prohibited.
6. You may not promote the Services via paid advertising services like Facebook Ads, Twitter Ads or LinkedIn Ads nor Google AdWords or through other search engine service providers without our prior written or email consent in each instance. This includes, but is not limited to the use of direct linking, i.e. using your affiliate link or any redirect to your affiliate link in the destination URL of your ads, in conjunction with one or all of the following elements:
 - a. Branded Keywords: using in the affiliate's ads or keyword bidding on "Parkour Design", or any combination of our trademark. This includes negative keywords, misspellings or abbreviations, such as "PD" or combinations such as "PD Email Marketing".
 - b. Non-Branded Keywords: the affiliate's ads may not be linked directly to any "Parkour Design" landing page or website resources. All advertising must be directed to the affiliate's landing page and then linked back to "Parkour Design".
7. You may not contact the media about "Nimbus Riders" or our services, act as a spokesperson for "Nimbus Riders" or make statements for the media relating to "Nimbus Riders" or our services.
8. You shall not make any false statement or misrepresentation about "Nimbus Riders" or our services, business, customer relationships or rights.

13. Term and termination

1. This Agreement shall commence as of you accept those Terms and shall continue until terminated in accordance with these Terms.
2. Either you or we may terminate this Agreement immediately upon delivery of a notification.

3. Without limiting any of our rights elsewhere in this Agreement, we may block your access to your Affiliate Account and/or terminate this Agreement immediately and without notice (which means shutting down the Affiliate Account) and forfeit all outstanding Commissions if:
 - a. you breach material provisions of this Agreement;
 - b. we have justified belief that you send unsolicited emails or engage in any other communication to a recipient that has requested discontinuance of such communication;
 - c. you become a subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors;
 - d. you violate these Terms, or applicable local, state, federal, or foreign laws or regulations, in particular by fraud activities;
 - e. you engage in any fraudulent activities, including, but not limited to, excessive chargebacks, phishing, or spamming;
 - f. we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect "Nimbus Riders" or "Nimbus Riders"'s prospects, customers or services;
 - g. promote the Service or the Program via Google AdWords or other search engine provider without prior written consent of "Nimbus Riders";
 - h. you fail to meet the obligations declared on your own to the Customer Referred;
4. you don't use the Affiliate Account for at least six (6) months or you fail to generate any sales or generate losses Unless otherwise stipulated in this Agreement, "Nimbus Riders" shall not be obliged to pay any Commission for payments made for a Referred Customer's Accounts which we recognize after closing Affiliate Account. Notwithstanding the foregoing, in the event of termination for cause by us, our obligation to pay and your right to receive any Commissions will terminate upon the effective date of such termination, regardless of whether you would have otherwise been eligible to receive Commissions prior to the date of termination. We reserve the right to terminate the Service due to an abnormal amount of rejected commissions.
5. Upon termination or expiration of this Agreement, you will immediately discontinue all use of the Intellectual Property.

14. Indemnification

You shall indemnify, defend and hold us harmless from any damage, loss, claim, expense or other liability (including reasonable attorney's fees and costs) arising out of or relating to any of the following:

- material breach by you or any of your employees, contractors, representatives or affiliates of any agreement, undertaking, duty, covenant, representation or warranty pursuant to this Agreement,
- any claim relating to your (or your employee's, contractor's, representative's or affiliate's) promotion or marketing of the Services,

- any act or omission of your or any of your employees, contractors, representatives or affiliates,
- any infringement, misappropriation or violation of any intellectual property or other rights of any third party by you or any of your employees, contractors, representatives or affiliates.

15. Violation of the Agreement

1. We expect participants in the Program to run their businesses honestly, ethically, and with integrity, and accordingly, we reserve the right to terminate this Agreement upon notice in the event we reasonably determine that you have engaged in conduct that materially and adversely impacts or constitutes a threat to "Nimbus Riders" or our services, business, customer relationships or rights.
2. During the term of this Agreement and for twelve (12) months thereafter, you shall not disparage "Nimbus Riders", our services, other affiliates participating in the Program, or "Nimbus Riders"'s customers. "Disparage" means hurting the reputation, discrediting or presenting "Nimbus Riders", our services, other partners, "Nimbus Riders"'s customers in a negative light.
3. To the extent we suffer or incur any loss, damage, lost profits or related costs or expenses in connection with any breach of this Section, we shall be entitled to deduct the amount thereof, including reasonable attorney's fees, from any Commissions due to you. We may also demand repayment of all compensation, financial or other benefits which you directly or indirectly received or may receive as a result of, arising out of, or in connection with your violation of this Agreement. Such remedy will be additional to and will not constitute a limitation of any damages, injunctive relief or other rights and remedies to which we are or may be entitled to at law or in equity.

16. Compliance with the laws

1. You shall fully and unconditionally comply with laws and regulations applicable to your business activity, including, but not limited to trade law, taxation and social security matters. You are solely responsible for obtaining all legal and other required approvals and registrations necessary to conduct your own business activities. You are solely responsible for all costs associated with obtaining such approvals and registrations and agree to provide any necessary proof and documentation of running a legitimate business activity upon our request.
2. You shall be responsible for payment of all applicable taxes and social security contributions related to your business activity in accordance with applicable laws, including but not limited to the laws of your country of residence.
3. You warrant and agree that your activity under this Agreement, including marketing and promotion of the Services, complies and shall comply with all applicable laws. You shall

immediately notify us about any actions, claims, or litigation that are relating to this Agreement and/or the use of the Services.

4. In case of a breach of any applicable laws or regulations by you or many of your employees, contractors, representatives or affiliates, you shall hold us harmless with respect to any damages, fines, or claims of third parties whatsoever incurred in connection therewith. Any violation of applicable laws and regulations constitutes a material breach of this Agreement and entitles us to immediately terminate this Agreement. Upon request, you shall certify your compliance with applicable laws. We reserve the right to suspend payment of Commissions until you provide an adequate invoice or other documents regarding your business activity and compliance with applicable laws.

17. Data protection

Joining the Affiliate Program means that we need to process your personal data and other personal data provided in your Account. More information about processing personal data can be found in our Privacy Policy available here <https://parkour.design/privacy-policy/>.

18. General

1. Our relationship established by this Agreement is that of independent contractors. In particular, you are not an employee, agent, co-owner, participant in co-venture or other joint undertaking or, in any other service relationship with us. You are not included in the business organization of "Nimbus Riders" and can pursue any other activities, provided they do not violate the provisions of this Agreement, including but not limited to the restrictions set forth in Section. The above applies to all the Commission for purchases made during the term of Affiliate's employment contract (or any other contract being the basis of employment), if any, and within 3 months after its expiration or termination, concluded with "Nimbus Riders" or any other entity which controls, is controlled by or is under common control with "Nimbus Riders", or during the term when Affiliate is an officer, director or representative, if relevant, of "Nimbus Riders" or any other entity which controls, is controlled by or is under common control with "Nimbus Riders" and within 3 months after this term.
2. You have no authority to represent "Nimbus Riders" in any manner, to enter into transactions or agreements, make any commitments, create or assume any obligations on behalf of "Nimbus Riders" for any purpose whatsoever, without our prior express written authorization.
3. You operate your business at your own risk and under your management, and at your own determined time and place. You shall not be subject to any instructions or regulations regarding exercise and management of your business activity based on the Agreement, place and time of work, or personal conduct at work, which go beyond the

scope of instructions and regulations included in the Agreement. All financial and other obligations associated with your business activity are your sole responsibility.

4. You are fully responsible for any third-party claims including but not limited to damages, liabilities, fines or material breach in relation to your activity under this Agreement.
5. You may not assign this Agreement, delegate your responsibilities or transfer your interest or any part thereof to any third party, without our prior written approval.
6. All provisions of these Terms that by their nature extend beyond the termination of an Agreement shall survive its termination.
7. The headings of sections included in these Terms are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
8. The Affiliate agrees to provide "Nimbus Riders", with current, full and accurate details personal data and adequate payment details or necessary and required documents within two (2) days from the initial request, should "Nimbus Riders" be responsible for provision of such documents or details under any tax law or regulation. In particular, if the Affiliate is a U.S. resident or organization, "Nimbus Riders" may require tax ID, or Social Security number in case of individuals, as well as tax registration name and a tax classification.
9. The Affiliate shall address any inquiries or complaints regarding "Nimbus Riders"'s performance of this Agreement via the web-form available in the Affiliate Account or via email that can be sent to support@parkour.design. At the same time, the Affiliate shall always provide true and accurate information about their personal data and contact details.
10. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the laws of Poland, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdictions other than Poland. Each party hereby irrevocably submits to the exclusive personal jurisdiction of the state and courts sitting in Poland, for the adjudication of any dispute hereunder or in connection herewith, and hereby irrevocably waives any objection, and agrees not to assert in any suit, action or proceeding any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.
11. We will periodically update these Terms by posting revised version to this website and/or by sending you an email to your email address.
12. We encourage you to periodically review this page for the latest information on our Affiliate Program terms.
13. This Agreement does not restrict any of your rights under the Terms of Service or applicable provisions of the law.

The Terms in this version are valid from December 06, 2024.