

Terms of Use & Privacy Policy for Partners

as of 17/07/2018

1. The Newsletter service and Chat service are provided by BRAND 24 Global Inc. with its VAT ID 81-2094331 and registered office at 101 SE 2nd Pl Suite, #E201D, Gainesville, FL 32601, hereinafter referred to as „**KickSaaS**”.

Contact details:

1) email address: iza@kicksaas.co

2) telephone number to Customer Services: **+48 601 07 13 07**, open from Monday to Friday from 09:00 a.m. to 5:00 p.m. (GMT + 01:00) (calls are charged at your operator’s regular rates).

2. The principles of cooperation between KickSaaS and Users are regulated in the Terms of Use & Privacy Policy for Users, which you can find in the footer of our homepage <https://kicksaas.co>.

DEFINITIONS

1. **Chat** - a service that allows direct contact of KickSaaS Users and Partners with Customer Service, launched on the Website;
2. **User** - means a natural person, a legal person or an organizational unit without legal personality, subscribing the Newsletter on the basis of this Terms of Use & Privacy Policy for Users;
3. **Offer** – the offer of the Partner products, tools, promotion and other business activity that will be the subject of the Newsletter;
4. **Partner** - an entity conducting business activity in the scope of SaaS online businesses, using the services provided by the KickSaaS by filling the form and subscribe the Service;
5. **GDPR** - the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (general data protection regulation, hereinafter GDPR);
6. **Service** - activity offered to the Partners by KickSaaS via the Website, in particular: presenting products, tools, promotion and other business activity via Newsletter sent by KickSaaS to the Users;
7. **Website** - a website operating under the domain <https://KickSaaS.co/>, that goal is to build a network of marketing and commercial connections between entrepreneurs by connecting the User with the best SaaS suppliers.

GENERAL PROVISIONS

1. KickSaaS maintains a database in which the Partners make Offers for their products, tools and promotion that will be presented by the Newsletter sent to the Users.
2. Only adults who are owners or authorized employees of the Partners may register to the Website.
3. These rules and conditions apply to all services provided to the Partners by KickSaaS related to the Service.
4. KickSaaS will publish on the Website this document in electronic form, which may be download by the Partners.

5. KickSaaS is never a party to any agreement between the Partner and third party that subject is the Offer presented via Newsletter. KickSaaS only mediates in its conclusion and only Partner is fully responsible for its implementation, unless a separate cooperation agreement is concluded between KickSaaS and the Partner, that will modify the provisions of these Terms of Use & Privacy Policy for Partners.

SUBJECT OF THE AGREEMENT

1. The subject of the contract is to write and one-time sending to the KickSaaS Users database information on the Partner's current offers, products, tools and promotions as part of the Service provided by KickSaaS. Each new Offer referred to in the first sentence of this point requires re-registration on the Website.
2. The contractual relationship is the result of registration made by the Partner at <https://KickSaaS.co/> . The Partner registers by entering the required data into the registration form, i.e. company name, contact details, including e-mail address and contact telephone number. In addition, the Partner places a brief description of the product and / or service that will be the subject of the Newsletter.
3. KickSaaS accepts the terms of the contract by sending (via mail) promptly, however no later than 7 days after receipt of the notification, confirmation of successful registration on the Website, with the provision that lack of confirmation from KickSaaS within said 7 day means that your application is not accepted by KickSaaS and contract is not entered into force .
4. The Partner is fully responsible for the correctness of his data. Information and photographic materials sent by the Partner to present the Offer cannot infringe the rights of third parties.
5. The Partner authorizes KickSaaS to draft the Newsletter. KickSaaS in creating the Newsletter content is bound only by relevant elements of the Offer sent by the Partner by filling out the registration form. The Partner may modify the submitted Offer no later than 7 days before the date stipulated in point 6.
6. KickSaaS will send the Newsletter to its Users on the date agreed upon individually with the Partner.
7. The Service is free of charge.
8. In order to cancel the Service, the Partner should send an e-mail to the KickSaaS (to the e-mail: iza@kicksaas.co) with the resignation. The termination of the contract is effective as soon as KickSaaS send in a return e-mail message with the information about the acceptance of the resignation.
9. KickSaaS reserves the right to develop, change the feature, functioning and available functions of the Website and to make corrections in the software. KickSaaS will inform the Partners about the changes being made via e-mail address indicated by the Partner during the registration process.

GUARANTEES OF THE PARTNER AND EXCEPTION FROM LIABILITY

1. The Partner:
 - a. ensures that all products and tools available to Users meets the standards required by law, and the services offered by the Partner are completely safe;
 - b. guarantees that has all the licenses, concessions and permits required by law for the Partners;
 - c. in the event of any third party makes a claim against KickSaaS for infringement of its intellectual property rights or other rights, the Partner undertakes to release

- KickSaaS from any obligation to provide such third party and fully take over the burden and the cost of defending against such claims of a third party; and
2. In addition, the Partner declares that the name of the domain to which the redirection takes place does not violate the rights of third parties, in particular the right to use the given name. KickSaaS is not liable to the Partner for referring to the Partner any claims by a third party in connection with the violation of its rights.
 3. KickSaaS reserves the right to post links to other websites on the Newsletter.
 4. KickSaaS is not liable for any damages resulting from the lack of updating the Partner's data.
 5. KickSaaS stipulates that materials sent by the Partner will not be verified.

CHAT SERVICE

1. On the Website, in the lower right corner, a direct consultation service with the KickSaaS Customer Service Office is launched. Users, Partners of KickSaaS and other entities interested in the Newsletter service can use Chat regardless of whether they are the recipients of the products or entities offering the SaaS product.
2. You need to have a computer or other media device with access to the internet to use Chat service.
3. According to GDPR, KickSaaS excludes the possibility of using the Chat service by persons who are not of legal age.
4. You independently decide on the content of the sent message within Chat, provided that Users and Partners may use Chat service only to exchange their opinion about the Newsletters sent to them, about content contained therein, submit offers for the Newsletter service and offer products and tools that are or can be promoted as part of the Newsletter service.
5. The provisions regarding to the SUBJECT OF THE AGREEMENT and GUARANTEES OF THE PARTNER AND EXCEPTION FROM LIABILITY stipulated above are applicable.

PERSONAL DATA PROCESSING

1. The administrator of Partners' personal data is BRAND 24 Global Inc. with its registered office in Gainesville, FL. You can contact us by writing to the following address: 101 SE 2nd Pl Suite, #E201D, Gainesville, FL 32601 or by writing to the e-mail address: iza@kicksaas.co.
2. The legal basis for the processing of your personal data is the given consent and the data processing itself is carried out in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (general data protection regulation, hereinafter GDPR), the Act of 10 May 2018 on the protection of personal data and the Act of 18 July 2002 on the provision of electronic services.

PURPOSE OF THE PROCESSING

1. You have to provide a name of your company, an email address, and a number of telephone when subscribing to the Service. We do not require any other personal data.
2. Providing mentioned in point 1 above personal data in the form during the registration process is necessary to provide the Service. This data is used to determine your profile and accept your registration.
3. We process your personal data only in connection with your participation in the Service.

4. The transfer of personal data and consent to participate in the Service is voluntary, however, without providing it, there will not be possible to provide the Service for you.
5. As part of the Chat service, KickSaaS may collect your personal data, such as: name and contact details such as: e-mail address and telephone number. Your personal data will be used only to contact you and adjust the Newsletter content to your expectations.

TRANSFER OF PERSONAL DATA

1. Your personal data will be stored by KickSaaS until the service is performed, with the proviso that KickSaaS may store the data until the expiry of limitation period of possible claims arising from the Service.
2. Your personal data will be transferred to companies that support KickSaaS in the field of tele-information system, law and implementing marketing activities for KickSaaS.
3. Additionally, your personal data will be transferred to countries outside the European Economic Area, i.e. to:
 1. The United States on the basis of the European Commission's Executive Decision of 12 of July 2016 introducing the Privacy Shield (the so-called Privacy Shield). The data will be transferred only to entities certified under this decision, which obliges them to have an appropriate protection of personal data.
 2. other countries on the basis of standard contractual clauses that will obliged their entities to which the data will be sent to have an appropriate protection of personal data.

Whenever in the course of sharing information KickSaaS transfers personal information to countries outside of the European Economic Area and other regions with comprehensive data protection laws, KickSaaS will ensure that the information is transferred in accordance with this Terms of Use & Privacy Policy for Partners and as permitted by the applicable laws on data protection.

4. You have the right to receive copies of your personal data that will be transferred to the country mentioned in point 3 above.

THE PARTNERS' RIGHTS

1. The Partners have the right to demand access to their data, to make amendments, transfer and delete it, as well as the right to limit data processing.
2. In relation with the processing of personal data conducted by us, the Partner has the right to lodge a complaint with the President of the Office for the Protection of Personal Data.
3. The legal basis for the processing of your personal data is the granting of consent and the actual data processing of the Partner is carried out in accordance with the Act of 18 July 2002 on the provision of electronic services (Journal of Laws of 2017, item 1219). KickSaaS, as an administrator of personal data, may entrust another entity with an agreement concluded in writing (including a contract concluded in a document form via e-mail).

COOKIES POLICY

1. KickSaaS uses cookies (cookies), that is small text information, stored on the Partner's end device (eg computer, tablet, smartphone). Cookies can be opened by the KickSaaS tele-information system or other entities.

2. KickSaaS stores cookies on the Partner 's end device and then gains access to information contained therein for statistical purposes, marketing purposes and ensuring the proper operation of the Website, in particular the maintenance of the session after logging in and recognition of the User at the next session.
3. KickSaaS informs Partners that it is possible to set up a web browser that prevents the storage of cookies on the Partner 's end device.
4. KickSaaS indicates that cookie files may be deleted by the Partner after they have been saved by KickSaaS, through: appropriate functions of the web browser, programs used for this purpose or using appropriate tools available within the operating system used by the User.
5. The following links contain information on how to delete cookies in the most popular internet browsers:
 1. Firefox: support.mozilla.org/en/kb/useback-tablet
 2. Opera: help.opera.com/Windows/12.10/en/cookies.html
 1. Internet Explorer:
windows.microsoft.com/en-us/internet-explorer/delete-manage-cookies
 3. Chrome: support.google.com/chrome/answer/95647?hl=en
6. KickSaaS also informs Partners that changing the configuration of the web browser that prevents or restricts the storage of cookies on the User's end device may result in limitations of the functionality of the Newsletter Service. The deletion of cookie files during the provision of the Service may lead to similar effects.

RESPONSIBILITY. CONDITIONS

1. The content of the Newsletter is protected by polish law, in particular the protection of the provisions of the Act of 4 February 1994 on copyright and related rights and the provisions of the Act of 30 June 2000 Industrial property law. Partners are not entitled to use the Newsletter content for any purpose other than to read this content.
2. KickSaaS reserves the right to delete an incorrect or non-existent e-mail address from the list of Partners without giving a reason.
3. KickSaaS reserves the right to cease providing the Service, after informing Partners of this fact via e-mail.
4. KickSaaS is not responsible for:
 1. use of Chat by Partners in a manner inconsistent with this Terms of Use & Privacy Policy for Partners, legal regulations or morality;
 2. possible infringement of any rights of third parties, in particular their intellectual property rights in relation to materials posted and sent by the Partner via Chat or form.

COMPLAINT PROCEDURE

1. Partners have the right to submit a complaint related to the Service.
2. Complaints should be sent in electronic form to the following e-mail address: iza@kicksaas.co.
3. The complaint should contain and specify:
 1. data enabling contact with him and identification as a Partner,
 2. Partner's allegations,
 3. circumstances justifying the Partner's complaint,
 4. optionally the way the Partner wants to remove the alleged violation.

4. Complaints of Partners will be dealt with promptly, however, no later than within 14 days from the date of receipt of the complaint, indicating whether or not they recognize it. The response to the complaint will be sent back to the email address from which it was sent.

OTHER PROVISIONS

1. Unless otherwise provided, KickSaaS may unilaterally amend this Terms of Use & Privacy Policy for Partners and publish it (updated version) on the Website. KickSaaS will send a copy of the Terms of Use & Privacy Policy for Partners at the Partner request, submitted electronically. KickSaaS undertakes to announce changes to the Terms of Use & Privacy Policy for Partners for a month before they enter into force. The changes will not apply to the Partner if the given Partner notifies KickSaaS within one week from the date of becoming aware of the changes that does not accept the changes, in which case KickSaaS may terminate the provision of Services to the Partner immediately.
2. The legal relationship between KickSaaS and the Partner is subject to Polish law, in particular the provisions of the Civil Code. Disputes arising in connection with the provision of services covered by the Terms of Use & Privacy Policy for Partners will be settled only by the court competent for the seat KickSaaS.
3. If any provision of these Terms of Use & Privacy Policy for Partners is wholly or partially invalid, unauthorized or unenforceable, such provision or its relevant part shall be replaced by the corresponding statutory provision currently in force or shall not be considered part of these Terms of Use & Privacy Policy for Partners, but shall not affect validity, effect binding and enforceability of the remaining provisions of the Terms of Use & Privacy Policy for Partners.

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