

TERMS AND CONDITIONS OF THE PARTNER PROGRAM

Last update: November 2024

1. General Information

This document sets out the Terms and Conditions of the JOTELULU Partner Programme (hereinafter the <<Programme>>) which govern participation in the Programme and are an agreement between JOTELULU S.L. and the Client or the entity it represents (hereinafter <<the Partner>>). These Terms will come into effect when you check the box provided when you apply to become a Partner or, if earlier, when you receive any benefit associated with the Programme. The Partner represents that it is legally able to enter this type of contract, and that, if it is entering into these Terms and Conditions on behalf of an entity, such as the company it works for, it has the legal authority to bind that entity to this type of contract.

2. Partner Program

2.1. Membership of the Program and authorisation

To join the JOTELULU Partner Program you need to apply to become a Partner in the relevant section of the JOTELULU Partner Platform, be bound by the Terms of Use for all our Users and be accepted into the Program. Once a member of the Program, this agreement grants the Partner the right to resell JOTELULU Services under these Terms.

2.2. Benefits of the Program

If you are accepted into the Program, you may receive certain benefits described on the Website. Any benefits you receive in connection with the Program are governed by these Terms and Conditions.

2.3. Requirements to be a Partner

It is a fundamental requirement to be a Partner, to be a company or freelancer that belongs to the IT sector and that undertakes to market the services to third parties. JOTELULU reserves the right to revoke the Program membership of any company that tries to take advantage of Partner discounts to provide services to its own

company or groups of companies with which it does not have a purely professional client-supplier relationship.

2.4. Program Administration

We may, from time to time, use the Partner's contact details provided upon registration to send information about JOTELULU, the Program or other information deemed to be of interest. You give us permission to collect, store, use, disclose and process any information you provide in connection with the Program, including any information about your use of the Site or third-party websites and software, in accordance with the JOTELULU Privacy Policy.

2.5. Fees

There are no fixed fees for participating in the benefits of the Program. Being part of the JOTELULU Partner network does not imply a cost per se. The costs are always associated with the contracting of services.

2.6. Conduct of the Partner

Partner shall at all times (a) conduct its activities in the Program in a professional and competent manner, (b) comply with all applicable laws, regulations and orders of any governmental authority, (c) not engage in any illegal, harmful or otherwise deceptive or misleading practices and, (d) not take advantage of discounts improperly, but agrees to apply them only and exclusively when marketing the services to third parties with whom it has only a customer-supplier relationship.

2.7. Independent Parties

The Partner and JOTELULU are independent entities, and these Terms and Conditions do not create a partnership, joint venture, or employment relationship of any kind. The use of the term <<Partner>> only indicates affiliation with the Program and membership in the JOTELULU reseller network. Neither party, nor any of their respective affiliates, if any, is in any way an agent of the other or has any authority over the other.

2.8. Additional Terms

Use of our products and services is governed by the terms and conditions set out in the Terms of Use. You may be required to agree to additional terms and conditions (<<Additional Terms>>) to participate in specific opportunities or receive certain benefits as part of the Program. In the event of any conflict between the Terms highlighted herein and any Additional Terms generated, the Additional Terms set forth shall prevail.

2.9. Incentive Program

2.9.1. Terms and Conditions of the Incentive Program

When the Partner reaches a certain turnover, JOTELULU will compensate the Partner with a balance in its favour, which the Partner may use only for its own organisation's consumption, under the conditions described below:

- Income from 250 euros per month: the Partner will receive 50 euros/month of credit balance.
- Income from 500 Euros per month: the Partner will receive 100 Euros/month of credit balance.
- Income from 1.000 Euro per month: the Partner will receive 200 Euro/month of credit balance.
- Income from 2.500 euros per month: the Partner will receive 500 euros/month of credit balance.

The compensatory balance may be applied to all services that have generated consumption within the Partner's own organisation, except for the consumption generated in telephone calls and the contracting of Virtual Switchboard service numbers, as well as for the payment of the third-parties licenses reselling.

2.9.2. Operation of the incentive program.

The incentive program will be activated automatically and will be reflected in the billing of the Partner that meets the conditions detailed in the previous section, so that the monthly balance generated will be automatically deducted from the Partner's next invoice.

The monthly balance generated will not be cumulative over time and will only be applied to the current month. If the balance generated by the Partner is greater than the amount of the monthly invoice, no amount will be returned to the Partner nor can it be accumulated for the following month's invoice.

JOTELULU may reject any balance offset that it deems, in its sole discretion, does not comply with these Terms and Conditions. Without prior notice, JOTELULU may immediately suspend or terminate a Partner's participation in the Incentive Program if the Partner provides JOTELULU or its customers with inaccurate, incomplete, or fraudulent information, or engages in activities that may cause damage, embarrassment or negative publicity to JOTELULU.

2.10 Transferring a User from one Partner to another.

"The Program allows Users to be transferred between Partners. The explicit consent of the Partner who transfers the User ("Donor Partner") and the Partner who receives such User ("Recipient Partner") is required. The Recipient Partner shall negotiate the new financial and service conditions with the User. The transfer cannot take place without the explicit consent of the User.

The Recipient Partner shall be responsible for the migration and shall receive for such purpose the cooperation of the Donor Partner to make it technically possible. The role of Jotelulu in such migration shall be limited to its legal position of online service provider.

The migration shall be effective on the first day of the month following the date of authorisation of the change by the User."

3. Advertising and Marketing

3.1. Partner Information

Acceptance into the Program entitles JOTELULU to include your company name, Website, and other general contact information on the Website. You also grant us a non-exclusive, worldwide, royalty-free license to use any trademark or trade name, service mark, logo, URL, domain name or other source or business identifier (collectively, <<Your Marks>>) provided through the Program. You will ensure that you have all rights necessary to grant JOTELULU the rights described in this section. JOTELULU may make reasonable changes or alterations to Your Marks. As between the parties, you own all right, title and interest of Your Marks.

3.2. Identifying Yourself as a JOTELULU Partner Program Member

Upon acceptance, no Partner may issue a press release or other public statement regarding participation in such Program without our prior written consent. If the

requirements are met and you are finally accepted as a member of the Program, we will make available to the Partner a small graphic image (hereinafter <<Partner Logo>>) identifying you as a Partner. In this way, Program participants will have a non-exclusive, revocable, royalty-free, worldwide licence to display the Partner Logo on their website or in their own offline materials (printed materials, presentations, documents, mailings or other). The Partner Logo may not be modified in any way. Furthermore, you may not transfer, assign, or sublicense the use of the Partner Logo to any other person or entity. JOTELULU reserves all rights with respect to its Partner Program Logo and related intellectual property rights, as well as the ability to revoke its license (if applicable) to use the Partner Logo at any time upon written notice to you. For the avoidance of doubt, if you have not been accepted as a Partner, you may not refer to yourself as a Partner and consequently may not use the JOTELULU Partner Program Logo.

4. Privacy and Client data

4.1. Privacy

In providing the Services, JOTELULU will comply with the JOTELULU Privacy Policy, which is available at the link: <https://jotelulu.com/en-gb/privacy-policy/> and is incorporated herein by reference. JOTELULU's Privacy Policy is subject to change at JOTELULU's discretion; however, JOTELULU's changes to such policy will not result in a material reduction in the level of protection afforded to Customer Personal Data.

If JOTELULU does not act as a Data Controller but as a Data Processor, your Personal Data will be processed in accordance with the Data Processing Agreement found at the link: <https://jotelulu.com/en-gb/dpa/>, concluded between JOTELULU and the customer. The Processing Agreement, which is available at the link above and is incorporated herein by reference, describes the respective roles of the parties with respect to the processing and control of the Personal Data that Customer provides to JOTELULU as part of the Services.

4.2. Customer Data

The security, privacy and data protection commitments made by JOTELULU through the Terms of Use and its Privacy Policy only apply to Services purchased from JOTELULU and not to other services or products provided by the Partner.

5. Content of the Program and Information

5.1. Program Content

JOTELULU may provide text, images, web content, audio, video, or other content (hereinafter the <<Program Content>>) through a variety of media, including the Website, the Jotelulu Platform or email.

5.2. Ownership and Use of the Program Content

JOTELULU owns the Program Content and reserves all rights and interests. Partner is granted a limited, revocable, non-exclusive, non-transferable license to reproduce and distribute all Program Content solely for the purpose of marketing JOTELULU products for the time described in Section 7 (Term and Termination) herein. Except as provided in this Section, under these Terms and Conditions, Partner does not have any rights to the Program Content, including any intellectual property rights.

5.3. Restrictions on the Program Content

The Partner agrees that it will not use the Program Content in any manner or for any purpose other than as expressly permitted by these Terms and Conditions. The Partner may not: (a) except as permitted by these Terms and Conditions, use, reproduce, sell, license, distribute or otherwise transfer the Program Content to any third party; or (b) modify, alter or create derivative works of any Program Content. During and after completion of the Program, the Partner shall not promote, authorise, assist, or encourage any third party to infringe any copyright or intellectual property rights relating to the Program Content it has used.

5.4. Contributions, Success Stories and Testimonials

(a) If Partner provides any suggestions or makes any contributions to the Program Content, Partner irrevocably assigns all rights and interests in and to the suggestions and agrees to provide JOTELULU, to the extent possible, with any assistance it may require in documenting, perfecting, and maintaining its rights to such contributions. (b) If Partner provides written or recorded success stories or testimonials (<<Success Stories>>), Partner is authorizing JOTELULU to

reproduce, publish, distribute and/or translate such success stories, together with the company name and logo, so that they may be used for marketing purposes (i) on websites operated by JOTELULU; including the Website; (ii) in JOTELULU's video repository; and/or (iii) in commercial presentations. Partner represents and warrants that its contributions, success stories and testimonials do not violate any third party rights and has all rights and authority to grant the foregoing rights to us without further approval from, or monetary liability to, any third party.

5.5. Confidential Information

Partner agrees that any non-public information disclosed by JOTELULU in connection with the Program or its services will be treated as confidential information. Partner will treat any information relating to a third party that JOTELULU provides, including information relating to an identified or identifiable individual, as confidential information, and will only use such third-party data to market its goods and services in connection with JOTELULU Services.

5.6. Third Party Data

Any third-party information that the Partner provides to JOTELULU, Partner represents and warrants that it has received all necessary consents to (a) share such data with JOTELULU and its affiliates, and (b) JOTELULU and its affiliates to use such data to contact the subject(s) to market the products and services associated with the Program.

6. Invoicing, pricing, and payment

6.1. Price

The Partner, once accepted as a Partner, will benefit from a discount on the standard price of some JOTELULU Services automatically which will be maintained over time until the termination of these Terms and Conditions. It is important to note that not all services have an applicable discount.

6.2. Negotiation of prices and payment terms between the Partner and the end customer

The Partner has full discretion to negotiate and establish prices, terms, and conditions of payment with its customers. Partner's negotiation of such terms shall not be subject to JOTELULU'S review or approval in any way.

6.3. Payment due date

Payments must be remitted according to the payment type selected and are due on the date indicated on the invoice. If the Partner does not receive an invoice within ten (10) days of its standard monthly invoice date, JOTELULU must be notified immediately so that a new invoice can be sent promptly. The Partner's payment to JOTELULU is not dependent on the receipt of payments from its customers, even in the event of the insolvency of the latter. If a Client fails to make payment by the due date, JOTELULU may proceed with the suspension and cancellation of such Services as detailed in the General Terms and Conditions of Use.

7. Term and Termination

These Terms and Conditions shall commence on the date of registration and acceptance of the Partner and shall remain in force until terminated, with no fixed period. Either party may, on giving at least 30 days' notice, terminate these Terms and Conditions for any reason whatsoever. At the time these Terms terminate: (a) all licenses granted between the parties shall terminate; (b) Partner shall immediately cease to use and delete all Materials; and (c) Partner shall cease to identify itself as a Program participant or JOTELULU Partner.

8. Disclaimers

The Program, Partner Logo, Program Content, third party data and any other benefits or materials (<<Materials>>) that may have been offered through the Program are provided <<as they are>>. JOTELULU makes no warranties of any kind with respect to the Program, or any Materials provided, including warranties of merchantability, quality, fitness for a particular purpose or any warranties arising from the processing and use of the Program.

9. Limitation of Liability

JOTELULU shall not be liable to its Partners for indirect, incidental, special, consequential, or exemplary damages, or for any loss of income or profits arising in connection with: (a) participation in the Program; (b) use of Materials; or (c) any

investment, expenses, or commitments that the Partner enters and are related to these Terms and Conditions, the Program, or use of and access to the Materials.

10. Modifications

We may from time to time modify these Partner Program Terms and Conditions, change, or discontinue the Program as a whole, or any aspect of it. Changes will be notified to our Partners via the JOTELULU Platform or by email using the email address provided during the registration and application process. It is the Partner's responsibility to check the Panel regularly for changes. The changes will take effect from the date notified.

11. Miscellaneous

11.1 Assignment; No Third-Party Beneficiaries

The Partner shall not assign these Terms and Conditions, delegate, or sub-contract any of its rights under these Terms and Conditions, without the prior written consent of JOTELULU. Any assignment or transfer in violation of this Section shall be void. These Terms and Conditions do not create any third-party beneficiary rights in any person or entity that is not a party to these Terms.

11.2. No Waiver

JOTELULU's failure to enforce any provision of these Terms and Conditions shall not constitute a current or future waiver of such provision, nor shall it limit our right to enforce such provision later.

11.3. Ratings and Comments

JOTELULU may use mechanisms that rate Partners, their products, or services, including allowing customers to carry out such rating. JOTELULU may also make these ratings and comments publicly available.

11.4. Governing Law and Jurisdiction

These Terms and Conditions are of a commercial nature and shall be governed by their own clauses and in all matters not provided for therein by the Spanish legislation contained in the Commercial Code, Special Laws, and commercial uses and, failing that, by the provisions of the Civil Code. The parties submit to the Courts and Tribunals of Madrid for the resolution of any controversy or discrepancy that may arise during the development, execution, and termination of this contract, expressly waiving any other jurisdiction that may correspond to them, unless such waiver is expressly prohibited by the regulations applicable to this contract.

11.5. Severability

If any part of these Terms and Conditions is held invalid or unenforceable, the remaining parts of these Terms shall remain in full force and effect. Any invalid or unenforceable part shall be severed from these Terms, but the remainder of these Terms and Conditions shall remain in full force and effect.