

Version: 1.2.0

This document sets out commercial rules, attribution, limitations of liability, and data-protection responsibilities for the PopiaSafe partner program. It is intended to be clear and practical. A separate executed agreement, schedules, and governing-law clauses may apply to your relationship with PopiaSafe.

1. What PopiaSafe may provide to partners

Subject to eligibility, onboarding, and written acceptance into the program, PopiaSafe may provide:

- **Digital certificate:** A digital certificate (e.g. PDF) confirming participation or certification tier, when applicable. Format and issuance are determined by PopiaSafe.
- **Website badge:** Approved badge assets for use on the partner's website, subject to brand guidelines.
- **Partner directory listing:** A public or gated listing on PopiaSafe's partner directory when the partner meets listing criteria (e.g. profile completeness, agreement status).

These benefits do **not** create an employment relationship, agency, or franchise. They are **revocable** if the partner breaches this framework or the separate executed agreement.

2. Commercial terms (commission and payment)**2.1 Commission rate**

Commission rates, tiers (e.g. Referral, Implementation, Managed), and the **exact percentage or fee** applicable to the partner are set out in a **commercial schedule** or order form agreed in writing (including email confirmation from an authorised PopiaSafe representative). Until that schedule is agreed, **no commission accrues**.

- **Referral tier:** As specified in the commercial schedule (percentage of qualifying subscription revenue, excluding VAT unless stated otherwise).
- **Implementation / Managed:** As specified in the commercial schedule (fixed fees, margins, or percentages).

2.2 Commission period – 24 consecutive months only

For each **referred customer** (see attribution below), commission is payable only on **qualifying revenue** received by PopiaSafe during **24 consecutive calendar months** starting from the date of the **first successful payment** PopiaSafe receives from that customer for a PopiaSafe subscription (the "**commission window**").

- **After the end of the 24-month commission window, no further commission** is payable for that customer, unless PopiaSafe agrees **in writing** to a different arrangement (e.g. renewal override for a specific deal).

This rule is **strict**: the partner must not assume renewal or commission beyond the commission window unless expressly agreed in writing.

2.3 When commission stops (even inside the 24-month window)

Commission **ceases immediately** (and no further commission accrues) if any of the following occurs:

- **Customer cancels** or terminates the PopiaSafe subscription or agreement, or stops using the service in a way that ends billable revenue.
- **Payment fails** for a billing period and is not successfully collected within a reasonable remedy period defined by PopiaSafe's billing process (e.g. failed card, chargeback, or non-payment after notice).
- The **24-month commission window** has ended (see section 2.2).
- The **customer relationship is not attributable** to the partner under section 3 (first referrer / valid registration).
- PopiaSafe **refunds** or reverses revenue such that no net qualifying revenue remains for the period.

No commission is due on amounts PopiaSafe does not actually receive (e.g. unpaid invoices, reversed payments, or fraud).

2.4 Payment terms

- **Currency:** South African Rand (ZAR) unless otherwise agreed in writing.
- **Timing:** Commission is paid **after** PopiaSafe receives **cleared funds** from the customer, on the cadence stated in the commercial schedule (for example, within a defined number of days after the month-end in which PopiaSafe recognised the payment).
- **Minimum threshold / invoicing:** PopiaSafe may require a minimum accrual or monthly statement before payout (as per schedule).
- **Taxes:** The partner is responsible for its own tax reporting; PopiaSafe may withhold or gross up only as required by law.

3. Attribution – first qualifying partner wins

Commission is tied to **the first partner** who satisfies **all** of the following:

- A **valid deal registration** (or equivalent attribution record) exists in PopiaSafe's systems **before** the customer enters a paid PopiaSafe subscription tied to that opportunity, and
- PopiaSafe **accepts** that registration as the controlling attribution for that customer, and

- The registration is **not** superseded by an earlier valid registration for the same customer from another partner.

PopiaSafe's records (deal registration, CRM, and billing linkage) are authoritative. If two partners claim the same customer, PopiaSafe will apply the **earliest accepted, valid registration** unless a written exception is approved by PopiaSafe.

The partner must **not** represent to customers that they are the “exclusive” PopiaSafe channel unless PopiaSafe confirms that in writing.

4. Limitation of liability

To the **maximum extent permitted by applicable law:**

- PopiaSafe provides **software and related services** as described in its customer terms. The partner program does **not** make PopiaSafe liable for the partner's business decisions, marketing, or professional advice to third parties.
- **No legal advice:** Nothing in this framework or in PopiaSafe materials constitutes legal advice. The partner is responsible for its own compliance with POPIA, CPA, and other laws in its own operations and in how it presents services to clients.
- **No guarantee of income:** Commission amounts depend on customer behaviour and PopiaSafe's receipt of revenue. PopiaSafe does **not** guarantee any minimum commission or lead volume.
- **Indirect damages:** PopiaSafe is not liable for indirect, consequential, or punitive damages arising from the partner relationship, except where law prohibits such exclusion.

A full executed agreement should include indemnities, caps, and carve-outs appropriate for your jurisdiction and insurance position.

5. POPIA and data protection responsibilities

- **Partner's own processing:** The partner remains responsible for lawful processing of personal information in its own business (e.g. its own staff, marketing lists, and client engagements), including transparency, lawful basis, and security.
- **When introducing clients:** The partner must not misrepresent PopiaSafe's role or imply Information Regulator endorsement unless true and approved in writing.
- **Data shared with PopiaSafe:** Where the partner shares personal information with PopiaSafe (e.g. contact details for a referral), the partner warrants it has authority to share that information for the purpose of sales follow-up and must inform data subjects where required.
- **Sub-processing / independent operators:** If the partner acts as an independent consultant implementing PopiaSafe for clients, contractual relationships for processing between partner and client are **between partner and client**, unless a separate data processing agreement is signed with PopiaSafe.

6. Clawback

If a customer **refunds or chargebacks** within the period stated in the commercial schedule (commonly ninety (90) days from first payment), or if revenue is reversed, PopiaSafe may **claw back** or offset the corresponding commission already paid or accrued. If the partner has already been paid, PopiaSafe may recover the amount from future payouts or invoice the partner, as agreed in the full contract.

7. Term and termination

Either party may terminate the partner relationship as set out in the **full executed agreement** (e.g. notice period, breach, or convenience). On termination, commission accrues only for **qualifying revenue received before termination**, subject to sections 2 and 3.

8. Entire understanding; precedence

This document summarises **key commercial and legal expectations**. The **executed Partner Agreement** (including schedules, DPA if any, and commercial terms) **prevails** in case of conflict.

9. Governing law

The parties intend that matters arising from this relationship be governed by the laws of the **Republic of South Africa**, unless otherwise agreed in a separate executed agreement. The venue for disputes shall be as set out in that agreement or as otherwise agreed in writing.