

eM Client Partner Terms & Conditions

1. Definitions

"Terms" mean these eM Client Partner Terms & Conditions, including any modifications, exhibits, and supplements.

"Partner" or "you" means an individual or company that eM Client acknowledges has a limited, non-exclusive right to market and resell Licenses obtained from eM Client, directly to the Customers.

"eM Client" or "us" means the company eM Client s.r.o., with its registered office at Thámova 166/18, Karlín, 186 00 Prague 8, Czechia, Business ID: 24836940.

"Agreement" means the agreement on the participation in the Program concluded between eM Client and you according to these Terms, which is governed by these Terms.

"License" means access code that allows End Users to access the full version of the Software.

"Software" means proprietary software applications, in object or binary code only and not source code, including any related documentation and materials, made available by eM Client.

"Customer" means the entity purchasing the Licenses.

"End User" means the ultimate user of the Software based on the Licenses. In case the Customer is a natural person, it may also be the End User.

"Program" means the partner program designed for resellers who focus primarily on software licensing sales to commercial, government, and education customers and other entities with special purchasing requirements, helping Customers with acquiring and eM Client with selling Licenses and any Upgrades.

"License Manager" is a portal where Partner can issue and manage Licenses; access to License Manager is gained upon acceptance to the Program.

"Partnership Levels" are determined by a set of yearly requirements that need to be fulfilled within a calendar year (Jan - Dec) and they determine the exact prices of the Licenses. These requirements are further described in our Partner Program Overview at emclient.com/partner-program.

"Malware" means any software that is designed to cause any disruptions to a computer, server, client or computer network, to leak private information.

"Upgrade" means certain modifications or revisions to the Software.

"White Label Product" means the Software, Upgrade or any other service made available or provided by the eM Client and rebranded by other companies.

"PayPro" means the payment portal available at the website payproglobal.com.

"Program Website" means the website located at emclient.com/partner-program.

"Intellectual Property" means the Software and any computer program, algorithms, know-how, hardware and/or software configurations, inventions, documentation, translations, text and other works of authorship, data, databases, information, designs, utility models, symbols, images, logos, marks, names, procedures, processes, technical improvements and any other intangibles.

2. Purpose of these Terms

These Terms contain the terms and conditions that govern your participation in the Program as the “Partner”. These Terms shall apply to all Partners participating in and receiving benefits under the Program. The Agreement shall commence on the date that of notification that your participation in the Program is approved by eM Client, following your acceptance of the Terms, and shall terminate in accordance with these Terms.

3. Application & Acceptance

You must submit a complete and accurate program application through the Program Website to join the Program. Acceptance to the Program is determined by eM Client. This Program and your participation in the Program are non-exclusive. If you are accepted into the Program, you are eligible to receive discounts described in the Program Website in accordance with your membership level.

4. Resale Rights

Subject to the terms and conditions of this Agreement, eM Client grants Partner the non-exclusive right to market and resell Licenses. The Licenses must be obtained from eM Client, and may only be resold directly to Customers. Partner will not modify or copy any License or the Software; however, if approved by eM Client, they may bundle the Licenses along with Partner hardware or software and distribute such bundled products to Customers. If approved by eM Client, under conditions specified individually, sale of Licenses related to the White Label Product under these Terms is possible.

eM Client may prohibit the active sale of Licenses to the specific territory or group of Customers reserved to the eM Client or to no more than 5 exclusive partners.

5. Partner Listing

eM Client may make available a Premium Partner Finder to help the public search for certain Partners as determined by eM Client. You hereby authorize eM Client to include your profile and information in the Premium Partner Finder, including your company name, logos, including any trademarks, address, telephone number, contact names, email addresses, web address, membership level, and capability and offerings. eM Client is under no obligation to include your details in the Premium Partner Finder.

6. Price of Licenses

The purchase prices of Licenses are available in the Partner account in the License Manager and are calculated according to the current conversion rates from the base price in USD.

The exact prices depend on the Partnership Level of specific Partner. All Partnership levels will be described at the Program Website.

The Licenses and Upgrades are issued in exchange for credits with a fixed conversion rate 1 credit = 1 USD Recommended prices of Licenses are available at the Program Website and the Partner is obliged to provide the Customer with assistance and help in the value corresponding to the difference between the purchase price of the License and recommended price of the License.

7. Special Discounts

Discounts are provided occasionally by eM Client and are applicable only on new purchases. Whether a Partner is eligible to a discount is to be determined by eM Client, which may give these especially to promote the Product to a new Customer or sector.

8. Partnership status

If the Silver and Gold partner minimum commitment, as described on the Program Website, is not reached by Partner by December 31st of each year, the Partner status will be reverted to that Partnership Level the Partner met the conditions for.

9. Termination

The Agreement may be terminated for convenience by either party upon 30 (thirty) days via email (written notice) to the other party. The Agreement may be terminated immediately via email (written notice) from eM Client in the case of any material breach by the Partner.

If the Partner does not make any sales in a one (1) calendar year (Jan - Dec), they will be automatically removed from the Program, with simultaneous termination of the Agreement.

In case of the Agreement termination, any Customers of the Partner will be allocated to eM Client or to a Partners selected by eM Client.

10. Credit Purchase

To be able to resell Licenses or Upgrades to end users, Partners need to have a positive credit balance on their Partner account. Credits need to be topped up through License Manager and the exchange rate is 1 credit = 1 USD.

Partners in Gold tier (Gold Partner) will be allowed to have a negative credit balance on their Partner account. In such case, monthly billing will take place.

If Partner fails to top up a sufficient amount of credits for any due subscription renewals, the subscription will stop functioning 14 days after the due renewal day. Should this situation arise on two occasions, the Partner account will be permanently closed and all associated licenses with the Partner account will be transferred to eM Client.

11. Payments, Invoices, Delivery and Refunds

All Licenses will be issued in License Manager immediately after payment completion if all the data filled in by Partner are correct. In such case when the data are not filled in correctly, there may be a time delay in the License issuing.

All credits will be automatically added to the Partner account in License Manager immediately after payment completion if all the data filled in by Partner are correct and after the amount in USD is received by eM Client. In such a case when the data are not filled in correctly, there may be a time delay in the credit addition.

Credit purchasing is tax exclusive however if the Partner wants to claim tax deduction, it is the subject to the tax settings of PayPro.

Refunds are possible only in the form of credits refundable to the Partner account in License Manager. This applies both to refunds requested by the Partner and the Customer.

All amounts paid or payable for credits are non-refundable with exceptions that will be considered individually by eM Client. Credits do not have expiration date.

12. Intellectual Property

You will use eM Client Intellectual Property only as permitted by the Program. You agree that any trademarks, service marks, trade or company names, license and service identifications, internet domains/internet addresses, website designs, logos, artwork and other symbols and devices associated with eM Client (the "eM Client Marks"), as well as any eM Client owned images, are and shall remain the property of eM Client. You acknowledge that any provided images and artwork of Solutions or services are copyrighted by eM Client, and you will not alter these images or use them outside of the context in which they were provided to you. All goodwill arising from your use of the eM Client Marks shall inure solely to the benefit of eM Client. You will not register any trademark, domain name, company name or other similar designation identical or similar to the eM Client Marks without prior written consent of eM Client. At eM Client's request, you will transfer to eM Client any domains owned by you that incorporate a eM Client Marks, or a confusingly similar variation thereof, of eM Client. You will refrain from questioning or challenging the rights claimed by eM Client in or to eM Client Intellectual Property or assisting any other(s) in any way in doing so.

13. License misuse restrictions

eM Client reserves the right to assess use of the free Licenses issued by Partner and approach the Customer to make sure they are not misusing the license for commercial purposes as stated in the T&C.

Partner may use Licenses only for the benefit of the Customer, which is different from the Partner, including its employees or contractors; internal use of the Licenses by the Partner, including its employees or contractors, is prohibited. eM Client reserves the right to terminate any Licenses used in violation of this paragraph without any compensation.

Partner may not engage in the distribution of counterfeit or pirated Software.

14. Limitation of Liability and Disclaimer of Warranties

Notwithstanding anything to the contrary in these Terms, eM client will not be liable for (i) lost profits; (ii) loss of business; (iii) loss of goodwill, opportunity, or revenue; (iv) loss of data; or (v) any indirect, consequential, special, punitive or incidental damages arising out of or related to these Terms or termination of the Agreement whether foreseeable or unforeseeable including, but not limited to claims for use of the licenses, interruption in use or availability of data in License Manager.

15. Confidential Information

The parties hereby declare and confirm that the information included in the Terms, and any other technical and business information obtained from the other party in connection with the performance of the Agreement, especially about the price of the Licences, are of a confidential nature, and therefore the parties are obliged to keep such information confidential and may not disclose or make such information available to any third party, unless specifically agreed otherwise in writing. The protection of information does not pertain to cases where eM Client publishes information or takes any action according to these Terms.

16. Dispute Resolution

If the parties are unable to resolve any claim, controversy or dispute arising from, out of, or relating to the Program or these Terms ("Dispute") following notice of the Dispute to the other party, then any party may withdraw participation in the Program and the Agreement without any further recourse from the other party. eM Client may pursue all courses of action available at law or in equity in its sole discretion.

17. Governing Law

These Terms and all the rights and obligations arising out of the Agreement and in connection with it are governed by the laws of the Czech Republic, with the exclusion of the rules on the conflict of laws.

18. Final Provisions

In case the Terms and any other document, to which these Terms refer, are contradictory to a certain extent, then these documents referred to by these Terms have precedence over the Terms.

The Partner may not assign its receivables arising under the Agreement to third parties without eM Client's prior written consent.

If any provision of these Terms or any other document, to which these Terms refer, is void due to conflict with relevant legislation or becomes void during the effectiveness of the Agreement, the validity of the other provisions remain unaffected and the parties will work together to replace the void provision with a new and valid one with the closest possible meaning.

We may modify the Terms upon notice to you at any time through a service announcement or by sending email to your email address. If we make significant changes to the Terms that affect your rights, we will attempt to provide you with at least 30 days advance notice of the changes by email to your primary email address. You may terminate the Agreement notice by email within 30 days of being notified of the availability of the modified Terms if the Terms are modified in a manner that substantially affects your rights arising from the Agreement. You may also indicate your agreement with this change by not terminating the Agreement.