

ACUITY REFERRAL PAYMENTS BENEFIT TERMS

These Acuity Referral Payments Benefit Terms (“Terms”) are entered into by and between Squarespace (as defined below) and the individual or entity accepting these Terms (“Participant,” “you” or “your”) upon signing up to receive the Referral Benefit (as defined below) on PartnerStack (as defined below).

Please read these Terms carefully. They include important information about Acuity’s Referral Payments Benefit (the “Referral Benefit”). In order to be eligible to receive the Referral Benefit, you must adhere to the Criteria (as defined below). These Terms set forth the terms and conditions upon which Participants may receive Commissions (as defined below). In order to be eligible to receive the Referral Benefit requires you to use the digital marketing platform owned and operated by PartnerStack Inc. (“PartnerStack”). By accessing or receiving the Referral Benefit, you agree to these Terms and the Squarespace Terms (as defined below).

Failure to comply with the Criteria or any other provisions of these Terms may result in a loss and/or reduction of Commissions, which such decisions shall be made by Squarespace in Squarespace’s sole discretion.

Capitalized terms used and not defined herein will have the meaning given in the Squarespace Terms (as defined below). PartnerStack terms, these Terms (including the Criteria) and the Benefit Guide (as defined below) are collectively referred to herein as the “Referral Agreement.” Except as stated in Section 15.7, in the event of a conflict, the order of precedence shall be as follows: (a) the Squarespace Terms of Service available at <https://www.squarespace.com/terms-of-service>; (b) the Benefit Guide; (c) these Terms; and (d) the PartnerStack terms. Squarespace and Participant are described herein individually as a “Party” and collectively as the “Parties.” The terms “we,” “our” or “us” as used herein shall mean Squarespace.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

1.1 “Applicable Laws” means any law, statute, ordinance, rule, regulation, order or determination of any Governmental Authority applicable to these Terms and the Commissions. Applicable Laws include those concerning e-mail communication, privacy, data protection, tax, endorsements, anti-corruption and transparency and truth in advertising.

1.2 “Benefit Guide” means; (a) the Referral Benefit information page at <https://help.acuityscheduling.com/hc/articles/34121376720781> and (b) solely if applicable to you, any Promotion Guides (as defined below) related to a Promotion (as defined below) for which you are an Eligible Promotion Participant (as defined below).

1.3 “Governmental Authority” means: (a) any international, foreign, federal, state, county or municipal government, or political subdivision thereof; (b) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body; or (c) any court or administrative tribunal of competent jurisdiction.

1.4 “Promotion” means a promotional opportunity related to the Referral Benefit during which, for a specified segment of Participants (each such individual for a given opportunity, an “Eligible Promotion Participant”), the details of the Referral Benefit are changed, which such changes shall be described in an information page posted to Squarespace’s or Acuity’s website (each, a “Promotion Guide”).

1.5 “Qualifying Period” means the applicable time periods as determined by Squarespace for referring Qualifying Subscriptions to earn Commissions.

1.6 “Qualifying Subscription” means a new Acuity product subscription referred by you in a Qualifying Period which: (a) is an Acuity subscription plan listed as an applicable subscription type in the Benefit Guide, (b) the referee is a first time subscriber to Acuity (c) the referee subscribes within 45 days of starting their trial and does not cancel their subscription within 30 days and (d) otherwise meets the rules and requirements stated in the Benefit Guide or elsewhere in the Referral Agreement. Qualifying Subscriptions do not include: (i)

any subscriptions which Squarespace is unable to attribute to Participant; or (ii) any subscriptions which otherwise do not qualify as Qualifying Subscriptions.

1.7 “Squarespace” means: (a) if the corporate address associated with your PartnerStack Account (as defined below) is in the United States of America or any of its territories or possessions (the “US”), Squarespace, Inc., a Delaware corporation with offices at 225 Varick Street, 12th Floor, New York, NY 10014 (“Squarespace US”); or (b) if the corporate address associated with your PartnerStack Account is not in the US, Squarespace Ireland Limited, a company incorporated under the laws of Ireland with company registration number 527641 and having its registered address at Squarespace House, Ship Street Great, Dublin 8, Ireland (“Squarespace Ireland”).

1.8 “Squarespace Marks” means the Squarespace name, Squarespace word mark, interlocking double-S icon mark and any other Squarespace graphics, logos, designs, scripts, indicia and service names, including Acuity or Acuity Scheduling.

1.9 “Squarespace Materials” means all materials and services available on or through any Squarespace Site and all materials and services provided by or on behalf of Squarespace or Acuity, its marketing agencies and its and their affiliates, subsidiaries, employees, or other commercial partners including the Squarespace Site design and layout, tracking links, advertising materials, software, images, videos, text, offer codes, messages, Squarespace Marks and related materials, whether publicly posted or privately transmitted, and all derivative works of any of the foregoing.

1.10 “Squarespace Platform” means Squarespace’s proprietary platform and related products and services designed to help Squarespace’s customers build and manage websites and online businesses. The Squarespace Platform is provided through, inter alia, Squarespace web, mobile and other applications, including the website and associated domains of www.squarespace.com, www.acuityscheduling.com, www.stori.es, www.biosites.com and www.unfold.com and on Squarespace web, mobile and other applications (the “Squarespace Site”).

1.11 “Squarespace Terms” means the Squarespace Terms of Service, as posted on the Squarespace Site and together with all applicable terms and policies referenced therein. Participants acknowledge that they have already agreed to the Squarespace Terms, including the provisions related to arbitration and class action waiver.

2. Eligibility Criteria

In order to be eligible to receive the Referral Benefit, you must comply with the eligibility requirements (the “Criteria”):

- a) Be at least eighteen (18) years of age;
- b) Be based in the US and a subscriber to a Growing, Emerging, or Powerhouse Acuity Scheduling plan;
- c) Not be an employee, family member of an employee, or an entity directly or indirectly owned or controlled by an employee or family member of an employee, of Squarespace or its affiliates or subsidiaries;
- d) Squarespace Enterprise customers, are not eligible to participate in this Acuity Scheduling Referral program; and
- e) Squarespace Circle members are not eligible to participate in this Acuity Scheduling Referral program. If you're a Circle member interested in earning commissions for referring customers to Squarespace, visit the [Squarespace Circle referral payment benefit](#).

You represent and warrant that you will comply with the Criteria at all times during the term of the Referral Agreement. Squarespace may change the Criteria from time to time. Squarespace shall determine in its sole discretion whether you meet the Criteria and are eligible to receive the Referral Benefit.

You may not share PartnerStack Accounts.

3. Term and Termination

3.1 Term and Termination. The Referral Agreement shall be effective as of the date Participant signs up to receive the Referral Benefit on PartnerStack and shall remain in effect until termination by either Party or as otherwise set forth herein. The Referral Benefit is a privilege granted to you, and as such can be suspended, revoked or terminated by us for any reason in our sole discretion. If the Referral Agreement is terminated, any pending Commissions associated with you may be forfeited. No Commissions will be earned or distributed after the

effective date of termination. Squarespace may terminate the Referral Agreement immediately in the event that Participant materially breaches the Referral Agreement or undergoes a Bankruptcy Event (as defined below).

3.2 Participant's Material Breach. In the event the Referral Agreement is terminated by Squarespace due to Participant's material breach of or noncompliance with any component of the Referral Agreement or the Squarespace Terms, fraudulent activity or Bankruptcy Event, Participant will no longer be eligible to receive Commissions or participate in or receive the Referral Benefit. "Bankruptcy Event" means that Participant: (a) files a bankruptcy petition (or an involuntary filing is made) that is not dismissed within one hundred twenty (120) days; (b) has a liquidator, administrator, receiver or examiner appointed to it or over part or all of its assets or enters into a composition with its creditors (save for the purposes of a bona fide reconstruction or amalgamation); (c) is unable to pay its debts as they come due; or (d) engages in any other wind-down or discontinuation of its business.

4. Commissions

4.1 Overview. Squarespace shall determine in its sole discretion whether a subscription is a Qualifying Subscription.

4.2 Commissions. Participant shall be paid a one-time commission fee by PartnerStack for each Qualifying Subscription referred in a Qualifying Period ("Commissions"). Different types of Qualifying Subscriptions may earn different Commissions. Commission amounts are set forth in the Benefit Guide. If you breach any component of the Referral Agreement or the Squarespace Terms or otherwise engage in any behavior which Squarespace deems improper, in each case as determined by Squarespace in its sole discretion, you will not be paid any Commissions. Squarespace reserves the absolute right, which it may exercise at any time for any reason, without any liability to you, to cancel, reduce or reverse Commissions, modify your Qualifying Subscription totals or suspend or remove you from the Referral Benefit.

4.3 Taxes. Participant may not charge and Squarespace will not be liable for any income taxes imposed on Participant or any other taxes or charges assessed against Participant or associated with the operation of Participant's business. Taxes may be deducted or withheld from any payments made to Participant hereunder as required by Applicable Laws, and payment to Participant as reduced by such deductions or withholdings will constitute full payment and settlement to Participant of such payment. Prior to Participant receiving any payments hereunder, Participant will upload all required tax documentation to PartnerStack. Additionally, Participant will provide PartnerStack and/or Squarespace with any forms, documents or certifications as PartnerStack and/or Squarespace may reasonably request.

4.4 Cooperation. Participant will respond to any requests from Squarespace for clarification or more information on Participant's identity, eligibility or any subscriptions in a timely and honest manner. Participant agrees: (a) to be forthcoming and honest, and not intentionally vague or otherwise misleading or deceitful; (b) to respond to all requests within a reasonable time period; and (c) to retain documentation and records sufficient to enable Participant to substantiate or validate the source of any subscriptions.

5. Promotions

5.1. Operation and Notice. Squarespace may, from time to time, operate Promotions. Squarespace shall determine in its sole discretion whether you are an Eligible Promotion Participant for a particular Promotion. We may discontinue a Promotion at any time in our sole discretion. If you are an Eligible Promotion Participant for a particular Promotion, we will endeavor to inform you prior to such Promotion.

5.2 Promotion Guides. Each Promotion shall have its own Promotion Guide. Each Promotion Guide will include, for the applicable Promotion, details about: (a) which Participants are Eligible Promotion Participants; (b) any time or other limitations which apply to the Promotion; and (c) the nature of the changes to the Referral Benefit. In the event of a conflict between a Promotion Guide that applies to you and the rest of the Benefit Guide, such applicable Promotion Guide shall control.

6. Confidentiality; No Publicity

6.1 Confidentiality. Any non-public aspects of the Referral Benefit and non-public information exchanged in the course of negotiating or performing under the Referral Agreement shall constitute confidential information.

6.2 No Publicity. Except as otherwise set forth herein, Participant will not issue or make, directly or indirectly, any press releases or other public announcements relating to the Referral Agreement or the underlying transaction(s) between Squarespace and Participant without Squarespace's prior written approval, which such approval may be withheld by Squarespace in its sole discretion.

7. Representations and Warranties; Disclaimers

7.1 Participant Representations and Warranties. Participant represents and warrants that: (a) it has all necessary right, power and authority to enter into and perform the Referral Agreement; (b) its performance under the Referral Agreement does not and will not violate or cause a breach of the terms of any other agreement to which it is a party; (c) all information it has provided in relation to the Referral Benefit is accurate and complete; and (d) its performance under the Referral Agreement do and will comply with all Applicable Laws.

7.2 DISCLAIMER. EXCEPT AS OTHERWISE SET FORTH IN THE REFERRAL AGREEMENT, THE REFERRAL BENEFIT AND ALL INFORMATION, MATERIALS, SERVICES OR TECHNOLOGY PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF SQUARESPACE HEREUNDER OR IN CONNECTION THEREWITH ARE PROVIDED AND MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SQUARESPACE MAKES NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF COMMISSIONS FOR ANY PARTICIPANT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SQUARESPACE DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REFERRAL BENEFIT AND/OR ANY OF ITS FEATURES MAY BE UNAVAILABLE, INACCURATE OR INTERRUPTED FROM TIME TO TIME FOR A VARIETY OF REASONS. WE ARE NOT RESPONSIBLE FOR ANY UNAVAILABILITY, INTERRUPTIONS OR ERRORS OF THE REFERRAL BENEFIT OR ITS FEATURES.

8. Indemnification

Participant shall defend, indemnify and hold harmless Squarespace, its affiliates and subsidiaries, and its and their partners, officers, directors, employees, agents, representatives and personnel ("Squarespace Indemnitees") from and against any and all third party claims, demands, judgments, liabilities, losses, and causes of action of any third parties, and any costs (including reasonable outside attorneys' fees) associated therewith, to the extent arising out of or related to: (a) the gross negligence or willful misconduct of Participant or its employees or agents; or (b) any breach by Participant of any component of the Referral Agreement (including Participant's representations, warranties or confidentiality obligations hereunder) (collectively "Indemnified Claim(s)"). Squarespace will (at Participant's sole expense) reasonably cooperate to facilitate the settlement or defense of such Indemnified Claim. Participant is solely responsible for defending any Indemnified Claim against a Squarespace Indemnitee, subject to such Squarespace Indemnitee's right to participate with counsel of its own choosing at its own expense, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from all Indemnified Claims against a Squarespace Indemnitee; provided however, that Participant will not agree to any settlement that imposes any obligation or liability on a Squarespace Indemnitee without such Squarespace Indemnitee's prior express written consent.

9. Limitation of Liability

EXCEPT FOR PARTICIPANT'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, PARTICIPANT'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR PARTICIPANT'S INFRINGEMENT OR MISAPPROPRIATION OF SQUARESPACE'S INTELLECTUAL PROPERTY RIGHTS: (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR LOST REVENUE, OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE REFERRAL AGREEMENT; AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN AN AMOUNT THAT EXCEEDS THE GREATER OF FIVE HUNDRED U.S. DOLLARS (\$500) AND THE TOTAL FEES PAYABLE BY SQUARESPACE TO PARTICIPANT UNDER THE REFERRAL AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO SUCH CLAIM.

10. Notices

Any notices sent pursuant to the Referral Agreement shall be sent by email: (a) to Participant at the contact email address listed in Participant's PartnerStack profile; and (b) to Squarespace at legal@squarespace.com.

11. Independent Contractors

The Parties are independent contractors. Nothing contained in the Referral Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the Parties, and neither Party may create any obligations or responsibilities on behalf of the other Party.

12. Governing Law

If the Referral Agreement is between you and Squarespace US: (a) the Referral Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof; and (b) exclusive jurisdiction and venue for any action arising under the Referral Agreement shall be in the federal and state courts located in New York City, and both Parties hereby consent to such jurisdiction and venue for this purpose. If the Referral Agreement is between you and Squarespace Ireland: (i) the Agreement shall be governed by and construed in accordance with the laws of Ireland; and (ii) exclusive jurisdiction and venue for any action arising under the Referral Agreement shall be in the courts of Ireland, and both Parties hereby consent to such jurisdiction and venue for this purpose.

13. General

15.1 Assignment and Subcontracting. Participant may not assign the Referral Agreement, in whole or in part, or any of its rights and obligations hereunder, without the prior written consent of Squarespace. Squarespace may freely subcontract any of its rights or obligations under the Referral Agreement.

15.2 No Waiver. The failure of either Party to insist upon strict performance of any of the provisions contained in the Referral Agreement shall not constitute a waiver of any rights contained herein, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party of any of the terms or conditions in the Referral Agreement.

15.3 Severability. In the event that any provision of the Referral Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Referral Agreement shall otherwise remain in full force and effect and enforceable.

15.4 Survival. Any provision of the Referral Agreement that contemplates performance or observance subsequent to termination or expiration of the Referral Agreement (including limitation of liability and indemnification) will survive termination or expiration of the Referral Agreement and continue in full force and effect thereafter.

15.5 Merger; Modifications; Discontinuation. The Referral Agreement represents the entire agreement and supersedes all previous agreements and understandings between the Parties relating to the subject matter hereof. We reserve the right, in our sole discretion, to modify the Referral Agreement (including these Terms) or any part, rules, or features thereof, from time to time by posting updated versions, without liability or further obligations to you. By continuing to receive the Referral Benefit after any updates to the Referral Agreement, you agree to be bound by the modified Referral Agreement. We may discontinue the Referral Benefit at any time in our sole discretion.

15.6 Interpretation. Whenever the words "include," "includes" or "including" are used in the Referral Agreement, they shall be deemed to be followed by the words "without limitation."

15.7 Squarespace Terms. Use by Participant or its employees or agents of the Squarespace Platform, the Squarespace Site and/or any Squarespace developer tools and documentation will at all times be in compliance with the Squarespace Terms. In the event of a conflict between the Referral Agreement and the Squarespace Terms, the Referral Agreement shall control solely with respect to the Referral Benefit.

FOR AVOIDANCE OF DOUBT, THE ARBITRATION AND CLASS ACTION WAIVER PROVISIONS OF THE SQUARESPACE TERMS APPLY TO THE REFERRAL AGREEMENT.

15.8 Attorney's Fees. In any action or proceeding to enforce or interpret the Referral Agreement, the prevailing Party will be entitled to recover from the other Party its costs and expenses (including reasonable outside attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

15.9 Reservation of Rights. Squarespace shall retain all rights, title and interests in and to the Squarespace Platform and Squarespace Materials. Participant shall not acquire any rights thereto unless expressly stated herein. All goodwill symbolized by and connected with the use of the Squarespace Marks shall inure solely to the benefit of Squarespace.