

Terms and Conditions

Whale

Welcome to Whale, the cutting-edge CRM platform for affiliate marketing ("Whale," "we," "us," or "our"). We are delighted to offer our services (referred to as the "Service") through our official website at <https://whale.biz/> (the "Site") and the unique URL assigned to your Whale account. Your use of the Service and Website is contingent upon your adherence to the terms and conditions delineated in this Terms and Conditions ("Terms").

By agreeing to this document, or by accessing and utilizing the Service or Website, you confirm that you have meticulously reviewed, comprehended, and willingly consent to be bound by these Terms and Conditions. If you are representing a company or any other legal entity, you assert that you possess the requisite authority to legally bind such an entity and its affiliates to these Terms and Conditions. In such cases, the terms "You" or "Your" will refer to the said entity and its affiliates. If you lack the authority or disagree with these Terms and Conditions, you must abstain from accepting this agreement and using the System.

Upon activating your Whale account, which forms an integral part of the Service provided by Whale, you unequivocally agree to comply with the ensuing terms and conditions, collectively known as the "Terms and Conditions."

Whale retains the right to periodically revise and amend the Terms and Conditions without prior notice. Any additional features or enhancements that supplement or enrich the current Service, including the introduction of new tools and resources, will also be governed by the Terms and Conditions. Your continued use of the Service after any such changes will indicate your acceptance of these modifications. If any alteration to this document is unsatisfactory to you, your only recourse is to discontinue your access to and use of the Service.

Service Description

Whale is a comprehensive integrated platform designed for affiliate marketing, webmasters, and advertisers which offers an array of functionalities aimed at optimizing your affiliate marketing endeavors. These include user management, in-depth analytics, offer management, handling financial transactions, effective client engagement, collaboration result tracking, marketing action optimization, robust customer support, and much more.

Our "Service" encompasses (a) the Site, (b) the tools and services accessible through the Site and via API, and (c) all software, data, text, images, sounds, video, and content provided through the Site or services. This collective content is referred to as the "Content."

Any innovative features integrated into or enhancing the Service are also bound by the terms outlined in these Terms.

Access to the Service

By accessing and utilizing the Whale Service, you agree to adhere to the following Terms and Conditions. These Terms govern your access to and use of the Service for your internal business purposes, as outlined in the Agreement. You may not:

- License, sublicense, sell, resell, rent, lease, transfer, assign, distribute, or otherwise commercially exploit the Service to any third party, except as expressly permitted by these Terms.
- Use the Service to process data on behalf of any third party.
- Use the Service in any unlawful manner or in any manner that interferes with or disrupts the integrity or performance of the Service and its components.

a. Ownership and Restrictions

Except for the limited right to access and use the Service explicitly granted under these Terms, all rights, title, and interest in and to the Service and its components are owned exclusively by Whale System. You may not modify, adapt, or attempt to gain unauthorized access to the Service or its related systems or networks, or imply any sponsorship or association with Whale CRM-System.

b. Account Responsibility

You are responsible for all information, data, text, messages, or other materials that you post or transmit via the Service. Maintain the confidentiality of your login and account; any activity occurring under your login or account is your responsibility. Each login may be used by one person only; shared logins are strictly prohibited, and such behavior may result in additional charges at Whale's discretion.

c. Technical Support and Downtime

Whale reserves the right to access your accounts to respond to technical support requests. We will make reasonable efforts to notify you of any planned downtime of the Service. Our failure to exercise any right or provision under these Terms does not constitute a waiver of that right. These Terms constitute a binding contract between you and Whale Service, governing your use of the Service and superseding any prior agreements. By using the Service, you acknowledge and agree to these Terms and Conditions.

Use of the Service

a. Eligibility: By using Whale Service, you affirm that you are of legal age and possess the legal capacity to enter into binding agreements as per the laws of your jurisdiction.

b. User Account: Upon registration, you are responsible for providing accurate and complete information. You are obliged to maintain the confidentiality of your account credentials and are solely responsible for all activities conducted under your account.

c. User Conduct: While using our service, you agree to conduct yourself in a manner consistent with all applicable laws and regulations. You shall refrain from engaging in any activity that could compromise the integrity, security, or availability of the Whale platform. This includes refraining from any unauthorized access, tampering, or disruption of our services.

d. Content Usage: You acknowledge that all content and materials available on the Whale platform, including but not limited to text, graphics, logos, button icons, images, audio clips, and software, are the property of Whale or its licensors and are protected by copyright, trademark, and other intellectual property laws. You agree not to modify, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, or otherwise exploit any such content without our express written permission.

e. Prohibited Activities: You shall not use Whale Affiliate Marketing CRM for any illegal or unauthorized purpose. This includes but is not limited to violating any laws in your jurisdiction, infringing on intellectual property rights, or engaging in fraudulent or deceptive practices. You are also prohibited from attempting to gain unauthorized access to our systems or networks.

f. Data Security: You are responsible for maintaining the security of your account and are encouraged to promptly report any security vulnerabilities or incidents to Whale. We employ reasonable measures to protect your data; however, we cannot guarantee the absolute security of your information and shall not be liable for any unauthorized access to, use, or disclosure of your data.

g. Communication: By using our service, you agree to receive communications from Whale, including but not limited to emails, messages from the managers, newsletters, and service announcements. You can opt-out of these communications at any time by following the provided instructions.

h. Compliance: You agree to comply with all applicable laws, rules, and regulations in connection with your use of the Whale platform. Any violation of these terms may result in the termination of your account and legal consequences as deemed appropriate.

Data Privacy

a. Information Collection: Whale Service collects certain personal and non-personal information from users for the purpose of providing our services effectively. This information may include but is not limited to your name, email address, company details, IP address, social media links and usage patterns. By using our platform, you consent to the collection, processing, and storage of this information in accordance with our Privacy Policy.

b. Data Usage: Whale is committed to ensuring the confidentiality and security of your personal data. We use the collected information to operate, maintain, and improve our services, as well as to communicate with you regarding updates, promotions, and other relevant information. Your data may also be used for internal analysis and research to enhance our user experience.

c. Data Sharing: We may share your personal information with third-party service providers, affiliates, managers or partners who assist us in delivering our services. These entities are obligated to maintain the confidentiality and security of your data. Additionally, we may disclose your information if required by law, court order, or governmental authority, or if disclosure is necessary to protect our rights or the safety and security of our users.

d. Data Security: Whale employs industry-standard security measures to safeguard your data from unauthorized access, disclosure, alteration, and destruction. However, please note that no data transmission over the internet or storage system can guarantee absolute security. We continually update our security protocols to mitigate risks and protect your information to the best of our ability.

e. User Control: You have the right to access, correct, update, or delete your personal information stored in our system. If you wish to exercise these rights or have any

concerns about your privacy, please contact us using the contact information provided in our Privacy Policy.

f. Cookies and Tracking Technologies: Whale may use cookies, web beacons, and similar tracking technologies to enhance user experience and analyze usage patterns. You can manage your cookie preferences through your browser settings. Please refer to our Cookie Policy for detailed information on how we use these technologies.

g. International Data Transfers: By using our services, you acknowledge and agree that your information may be transferred to and processed in countries outside of your residence, where data protection laws may differ from those in your jurisdiction. Whale ensures that adequate safeguards are in place to protect your data during such transfers.

h. Policy Updates: Whale reserves the right to update this Data Privacy section to reflect changes in our information practices. We encourage you to review this section periodically to stay informed about how we are protecting your data.

Limitation of Liability

a. No Consequential Damages: In no event shall Whale Service, its officers, directors, employees, agents, managers or affiliates be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, arising out of or in connection with your use or inability to use the platform, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if Whale has been informed of the possibility of such damage.

b. Maximum Liability: In no event shall the total liability of Whale and its officers, directors, employees, agents, managers or affiliates, whether in contract, warranty, tort (including negligence, whether active, passive, or imputed), product liability, strict liability, or other theory, arising out of or relating to the use of or inability to use the platform exceed the amount you spent using Whale platform.

c. Basis of Bargain: You acknowledge and agree that Whale has offered its platform and services, set its prices, and entered into these Terms in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between you and Whale, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between you and Whale.

d. Exceptions: Some jurisdictions do not allow the exclusion or limitation of certain warranties or liabilities, so some of the above limitations may not apply to you. In such jurisdictions, Whale's liability shall be limited to the maximum extent permitted by law.

Termination

a. Termination by Whale: Whale reserves the right, at its sole discretion and without prior notice, to terminate your access to the Whale platform for any reason, including, but not limited to, your breach of these Terms, fraudulent or illegal activities, or actions that may cause harm or loss to Whale, its users, or third parties. Upon termination, you will no longer have access to the platform, and all rights granted to you under these Terms will immediately cease.

b. Termination by User: You may terminate your account at any time by providing written notice to Whale. Your termination will be effective upon Whale's confirmation receipt of your request, following which your account will be deactivated.

c. Effect of Termination: Upon termination, all provisions of these Terms which, by their nature, should survive termination, including but not limited to, ownership provisions, warranty disclaimers, limitations of liability, and indemnity, shall continue in full force and effect.

d. Data Retention: Following termination, Whale may retain your account information and data for a commercially reasonable period for backup, archival, or audit purposes. However, Whale shall not use this retained information to reactivate your account or for any other purpose inconsistent with its Privacy Policy.

Changes to Terms

Whale Service reserves the unambiguous right to amend, modify, or revise these Terms and Conditions at its sole discretion. Such changes may be made for various reasons, including legal or regulatory requirements, enhancements to our services, or improvements in user experience.

Whale shall notify users of any material changes to these Terms by posting a prominent notice on the platform or by sending a notice to the email address associated with the user's account. It is your responsibility to regularly review these Terms to stay informed of any modifications. Your continued use of the platform after the effective date of the revised Terms constitutes your acceptance of the changes.

If you disagree with any changes made to these Terms and Conditions, your only recourse is to terminate your account and cease using the platform. Continued use after changes have been posted shall be considered as your acceptance of the revised Terms.

These Terms supersede all prior agreements, understandings, representations, and warranties, whether written or oral, between you and Whale. No amendment or modification of these Terms by you shall be valid unless acknowledged in writing by Whale.

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall continue to be valid and enforceable.

Acceptance of Terms and Conditions

By accessing and using Whale Service, the user explicitly acknowledges that they have read, comprehended, and agreed to be bound by the terms outlined in these Terms. The individual accepting these Terms on behalf of the user through the platform's online registration process affirms that they possess the necessary authority to legally bind the user to these Terms and Conditions. It is crucial to note that these Terms do not necessitate a physical signature to be legally binding.

The user's assent to these Terms and Conditions is manifest when they complete the online account registration process with Whale, during which these Terms are presented and made accessible through relevant links. By proceeding with the registration, the user signifies their understanding of the Terms and their consent to abide by its terms.

Updated on October 20, 2023