



Affiliate Program Terms

The Terms in this version are valid from **January 5th, 2023**

Affiliate Program Terms

General

Sendcloud offers an affiliate program (the 'Program') with the opportunity for an affiliate (the 'Affiliate') to earn rewards by referring customers to Sendcloud through the Affiliate's own marketing efforts. Partnerstack is used to run this program (the 'Affiliate Platform'). By signing up to the Program the Affiliate agrees to be bound by the following **Affiliate Program Terms** (the 'Terms') between **Sendcloud B.V.**, with its registered address at Stadhuisplein 10 (5611 EM) Eindhoven ('Sendcloud', 'we', 'us') and You (the 'Affiliate'). Please ensure that you read them carefully before accepting.

Article 1: Enrollment in the Program

1.1 To enroll in the Program, the Affiliate must fill out the application form with the accurate and complete information.

1.2 Sendcloud reserves, at its sole direction, the right to refuse anyone's application at any time.

1.3 If the Affiliate is approved, an account within the Affiliate Platform is created for the Affiliate and Affiliate links (the 'Links') will be made available to the Affiliate.

1.4 In order to be active in the Program, Affiliates are required to review and accept these Affiliate Program Terms.

Article 2: Term and termination

2.1. These terms shall be effective from the date the Affiliate accepts these Terms until the end of the Affiliates' participation in the Program (in accordance with paragraph 2, 3, or 4 of this article).

2.2 The participation of the Affiliate in the Program may be ended by Sendcloud or Affiliate without giving a reason, effective immediately upon sending a written notification. Reasons for termination include, but are not limited to, a breach of the Affiliate obligations laid down in article 3 of these Terms.

2.4 The participation of the Affiliate in the Program shall end by operation of law if no referral has been submitted by the Affiliate for a duration of twenty-four (24) months.

2.5 When the Affiliate no longer participates in the Program, Sendcloud may delete and/or suspend the access to the Affiliates' account with immediate effect.

2.6 When the Affiliate no longer participates in the Program, the Affiliate is no longer entitled to commissions. This also applies when the maximum period of receiving commissions as is referred to in article 4.6 has not been reached yet.

Article 3: Affiliate Obligations

3.1 The Affiliate must strictly adhere to the applicable laws, regulations and best industry practices, as well as the Terms, in conducting their business, in particular in marketing the Sendcloud services and products. More specifically, the Affiliate will adhere to applicable advertising law, which may include a reference to the nature of the collaboration, such as the indication 'collaboration with Sendcloud'.

3.2 The Affiliate should market the Sendcloud services and products with all due diligence and in goodwill, and shall develop and maintain their website and affiliate links at their sole expense and risk. In particular, the Affiliate is solely responsible for the content that appears on their website. Sendcloud shall have the right to monitor the Affiliate site, approve or decline materials used by the Affiliate in relation to the referral link to the Sendcloud site, and notify the Affiliate of any changes that we feel should be made.

3.3 The Affiliate may not engage in unethical marketing, including, but not limited to cookie-stuffing and spamming.

3.4 The Affiliate site or sites where the Affiliate promotes the Links may not contain or reference adult content, gambling, violence, hate directed at an individual, criminal and terrorist activities; incorporate materials which infringe or assist others to infringe on intellectual property rights or to violate the law.

3.5 The Affiliate may not make their website resemble the Sendcloud Site in a manner which leads customers to believe you are the Sendcloud Site or a legal representative in any way.

3.6 The Affiliate may not use the word Sendcloud, including misspellings, in their domain and subdomain names.

3.7 The Affiliate may not run any advertising campaigns on platforms including but not limited to search engines and social media and link directly to their Affiliate link.

3.8 The Affiliate may not use Sendcloud's brand name and any misspellings in any advertising campaigns linking to their website/content with their Affiliate link on other sites.

3.9 The Affiliate may not make false claims about the Sendcloud services and products, promote non-existing discounts, coupons, or use other misleading strategies to gain traffic through the Affiliate Link.

3.10 The Affiliate may not position their marketing and promotional activity as a joint effort.

Article 4: Affiliate Rewards

4.1 For the duration of this participation of the Affiliate in the Program, the Affiliate will be entitled to a commission for complete purchases of Sendcloud paid subscription plans by customers referred by the Affiliate. The Affiliate will not be entitled to a commission from shipping invoices and other transactions of referred customers.

4.2 The Affiliate will earn a commission only if the customer was referred through the Affiliate Link or an assigned unique promo code and the customer's software allowed Sendcloud to save a referral cookie.

4.3 The Affiliate will earn a commission only if the referred customer has completed purchase of a paid subscription plan within 90 days after clicking the Affiliate link and when the actual payment has been received by Sendcloud.

4.4 The Affiliate is not entitled to a commission from existing customers and prospects that had been already in work by the Sendcloud team when they clicked the Affiliate Link.

4.5 The Affiliate is not entitled to a commission for the purchases of the Sendcloud subscription through their own referral link for their own use, their immediate family members or the company they work for.

4.6 The Affiliate commission plan and the maximum period of receiving commissions will be displayed in the Affiliate's account in Partnerstack.

4.7 Sendcloud reserves the right to unilaterally change the commission rates, the maximum period of receiving commissions at any time. The Affiliate will be informed about the changes via email and/or the Partnerstack platform. By continuing participating in the program the Affiliate accepts the new commission rates and other conditions.

4.8 The Affiliate may, by Sendcloud's discretion, be entitled to an additional incentive. Information about upcoming incentives will be made available to affiliates through the Partnerstack portal and/or via email.

Article 5: Refunds, chargebacks and fraud

5.1. Any customer refunds or credit card chargebacks owed by Sendcloud to the referred customer will result in the appropriate commission amount being deducted from the Affiliate's commission balance.

5.2 In case the commission from the sale has been already paid to the Affiliate, Sendcloud is allowed to reclaim or deduct the amount from the future commission payouts.

Article 6: Payouts

6.1. Commission hold period is 30 days. Earned commissions will be reviewed and approved/declined by Sendcloud between the 1st and the 10th of month following the month the commission is released. For examples, the commission earned from a transaction on January 12th will be reviewed and approved between the 1st and 10th of March.

6.2. Once the commissions are approved, payouts will be made available for cash out in the Affiliate's Partnerstack account. Payouts, including the payout dates, the minimum payment balance, and available payout methods are governed by Partnerstack.

6.3. The Affiliate is responsible for maintaining the correct business information in the Affiliate account at all times. If Sendcloud is unable to pay out the Affiliate commission as a result of incorrect/missing information in the Affiliate account, the Affiliate's commission over the corresponding period is waived.

6.4. The Affiliate is responsible for any and all charges, fees, taxes, exchange rates, surcharges and other expenses arising out of the Affiliate relationship with Sendcloud including those incurred in order to receive commissions.

Article 7: Intellectual property rights

7.1 The Affiliate receives a non-exclusive and non-sublicensable license for the duration of Affiliates' participation in the Program to use the Sendcloud trademarks for the sole benefit of promoting the Sendcloud services and to acquire Affiliate referrals. Affiliate's participation in the program does not constitute a transfer of intellectual property rights in any way.

7.2 If Sendcloud provides the Affiliate with a specific marketing toolkit, the Affiliate shall exclusively use this toolkit for the promotion of the Sendcloud services.

Article 8: Confidentiality

8.1 The following information is considered "Confidential Information":

- The commission rates as displayed in the Affiliate's account in Partnerstack;
- The Sendcloud pre-negotiated shipping rates with carriers;
- Any other information about Sendcloud that is marked as confidential or can reasonably be considered confidential.

8.2 The Affiliate must observe confidentiality regarding Confidential Information. The Affiliate must treat the Confidential Information with at least the same degree of care as it applies to its own confidential data and may disclose confidential information only to the extent that is necessary to perform its obligations that come with Affiliates' participation in the Program . The Sendcloud pre-negotiated rates may only be shared with potential Sendcloud customers on an individual basis and may not be shared publicly (e.g. on the Affiliate's website).

8.3 The obligation of the Affiliate to observe confidentiality shall remain in effect for three (3) years after the Affiliates' participation in the Affiliate Program.

8.4 The obligation to observe confidentiality does not apply insofar as it concerns confidential information in the public domain without a breach of confidentiality obligations or where the disclosing Party has consented in writing to the full or partial discontinuation of the duty of confidentiality.

8.5 A receiving party may only disclose Confidential Information:

- where required by applicable law, court order or any governmental authority;
- to its employees, directors, affiliates, independent contractors and business advisors on a need-to-know basis.

Article 9: Liability

9.1 The aggregate liability of Sendcloud in connection with these Terms is limited to an amount that equals the Affiliate commission that has been paid by Sendcloud over the three (3) months period preceding the damage inflicting event. A series of connected events is considered a single event.

9.2 Sendcloud is never liable for consequential damage or loss, including but not limited to lost profits, lost savings, immaterial damage, trading loss or environmental damage, regardless of the basis for liability. In addition, Sendcloud is never liable towards Affiliate for damages caused by unavailability of its platform or any of its services.

9.3. The provisions of this article do not apply if the damage or loss results from the intent or wilful recklessness by Sendcloud.

Article 10: Privacy

In the execution of these Terms, either party may receive personal data from the other party. Each party shall process personal data in accordance with the European General Data Protection Regulation (EU/2016/679).

Article 11: Other provisions

11.1 These Terms are subject to Dutch law. Any conflict arising from these Terms shall be exclusively submitted to the competent court of Den Bosch, the Netherlands.

11.2 Sendcloud is always permitted to make interim unilateral amendments to these Terms. In such an event, the Affiliate will be notified by email or by notification in the Affiliate Platform. The Affiliate may end its participation in the Program if interim unilateral amendments are made, without Sendcloud being obliged to pay any form of commission or compensation to the Affiliate. Continued participation in the Program will indicate your agreement to the changes and your adherence to the modified Terms.

11.3 The Affiliate is not authorized to represent Sendcloud in any legal transactions or provide third parties with the impression that it acts on behalf of Sendcloud.