

PARTNER AGREEMENT AND GENERAL TERMS OF USE

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1. PREAMBLE AND DEFINITIONS

1.1. Parties

This Partner Agreement (hereinafter the "**Agreement**") is entered into by and between:

PromoteBoost, a French sole proprietorship (*Entreprise Individuelle*), registered with the Trade and Companies Register (RCS) of Lyon under number **849 836 176**, having its registered office at **9 Chemin de la Vernique, 69160 Tassin-la-Demi-Lune, FRANCE** (hereinafter "**PromoteBoost**", "**We**", "**Us**", "**Our**" or the "**Publisher**").

And

Any individual or legal entity accessing the Platform, creating an account, or using the Services to participate in affiliate programs offered by Third Parties (hereinafter the "**Partner**", "**You**", "**Your**" or the "**Affiliate**").

1.2. Acceptance of Terms

BY USING THE PLATFORM, CREATING A PARTNER ACCOUNT, OR ACCESSING ANY PART OF THE SERVICES, THE PARTNER EXPRESSLY, FULLY, AND UNCONDITIONALLY ACCEPTS THIS AGREEMENT.

IF THE PARTNER DOES NOT ACCEPT ALL OR PART OF THESE TERMS, THEY MUST REFRAIN FROM USING THE PLATFORM.

1.3. Definitions

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

- **"Client"**: Refers to any individual or legal entity (vendor, Merchant, SaaS company) contracting with PromoteBoost to use the Platform to create and manage their own affiliate program.
- **"Commission"**: Remuneration due by a Client to a Partner in exchange for a validated Conversion, according to the specific terms of the Client's Affiliate Program.
- **"Partner Account"**: Personal space dedicated to the Partner on the Platform, accessible via login and password, allowing access to the Services.
- **"Affiliate Agreement"**: A separate contractual agreement entered into directly between the Partner and the Client, governing the specific terms of their commercial collaboration (rates, duration, allowed methods). PromoteBoost is a third party to this agreement.
- **"Conversion"**: A qualified action performed by an End User (purchase, registration, form submission) via a Tracking Link, eligible to generate a Commission.
- **"Data"**: All information, files, texts, logos, images, and personal data transmitted by the Partner or generated by their use of the Platform.
- **"Tracking Link"**: Unique URL generated by Identify technology, integrating tracking parameters, allowing the attribution of a visit or sale to a specific Partner.
- **"Platform"**: The software infrastructure developed by PromoteBoost, accessible in SaaS (Software as a Service) mode, including the website, APIs, dashboards, and tracking technologies.
- **"GDPR"**: General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data.
- **"Services"**: All features made available by PromoteBoost, including click tracking, statistical reporting, messaging, and payment management.
- **"End User"**: Internet user or prospect who clicks on a Tracking Link distributed by the Partner.

2. PURPOSE AND SCOPE OF SERVICES

2.1. Purpose

The purpose of this Agreement is to define the contractual terms applicable to the provision of the Platform by PromoteBoost to the Partner.

2.2. Description of Services

PromoteBoost provides a technical solution allowing the Partner to:

1. Search for and join Affiliate Programs offered by Clients.
2. Generate unique Tracking Links to promote Clients' products/services.
3. Access detailed statistical reports on their performance (clicks, impressions, conversions, revenue).
4. Manage billing information and track payments issued by Clients.

2.3. Role as Technical Intermediary (Essential Limitation)

It is expressly agreed that PromoteBoost acts exclusively as a **technical service provider**. PromoteBoost provides the tool (the "pipeline") allowing the connection between the offer (the Client) and the demand for promotion (the Partner).

Consequently:

- PromoteBoost is not the reseller of the Clients' products or services.
- PromoteBoost is not the employer of the Partner.
- PromoteBoost is not a party to the Affiliate Agreement concluded between the Partner and the

Client.

- PromoteBoost does not guarantee the solvency of Clients nor the actual payment of Commissions.

3. PLATFORM ACCESS AND ACCOUNT SECURITY

3.1. Technical Prerequisites

Access to the Platform requires a high-speed Internet connection and a modern, updated web browser (Chrome, Firefox, Safari, Edge). All costs related to access (hardware, connection) are the exclusive responsibility of the Partner.

3.2. Eligibility

To create a Partner Account, You declare and warrant that:

- You are a natural person of legal age (18 years or older) or a duly registered legal entity.
- You have the legal capacity to contract.
- You are not subject to international sanctions prohibiting commercial transactions.
- You provide accurate, sincere, and complete information.

3.3. Registration Procedure

Upon registration, the Partner must provide the requested information (name, email, password). PromoteBoost reserves the right to request proof of identity or registration (Certificate of Incorporation, Business License) at any time to verify the legitimacy of the account (KYC process - Know Your Customer).

3.4. Security of Credentials

The Partner is solely responsible for maintaining the confidentiality and security of their credentials. Any action performed via the Partner Account is irrefutably deemed to have been performed by the Partner. PromoteBoost cannot be held liable for the consequences of fraudulent access due to Partner negligence. In case of loss or theft of credentials, the Partner must inform PromoteBoost immediately at contact@promoteboost.com.

4. LICENSE AND INTELLECTUAL PROPERTY RIGHTS

4.1. License Granted by PromoteBoost

Subject to strict compliance with this Agreement, PromoteBoost grants the Partner, for the duration of their registration, a personal, non-exclusive, non-assignable, non-transferable, and worldwide license to access and use the Platform, strictly limited to what is necessary for their affiliate activities.

4.2. PromoteBoost's Property Rights

The Platform, its source code, object code, algorithms, databases, APIs, documentation, design, graphical interface, as well as trademarks, logos, and domain names associated with "PromoteBoost" are and remain the exclusive property of PromoteBoost.

No transfer of intellectual property is operated by this Agreement.

4.3. Formal Prohibitions

The Partner is strictly prohibited from:

1. Selling, renting, sublicensing, or distributing access to the Platform to third parties.
2. Copying, modifying, adapting, translating, reverse engineering, decompiling, or disassembling all or part of the Platform.
3. Using the Platform to create a competing product or service.
4. Removing or altering property notices (copyright) appearing on the Platform.
5. Using robots, crawlers, or other automated tools to extract data from the Platform ("Data Scraping").

5. PARTNER OBLIGATIONS AND ACCEPTABLE USE POLICY

5.1. Zero Tolerance Policy (Anti-Fraud)

The credibility of the PromoteBoost ecosystem relies on trust. The Partner agrees never to use fraudulent or deceptive methods.

THE FOLLOWING ARE STRICTLY PROHIBITED AND GROUNDS FOR IMMEDIATE BAN:

- **Self-Referral:** Creating a Client account for oneself via one's own Tracking Link to obtain a disguised discount.
- **Cookie Stuffing / Dropping:** Installing a tracking cookie on a user's browser without voluntary action (click) on their part, via invisible iframes, 1x1 pixel images, or scripts.
- **Typosquatting:** Registering domain names similar to those of Clients (e.g., "amazonn.com" instead of "amazon.com") to divert traffic.
- **Brand Bidding (SEA):** Purchasing advertising keywords (Google Ads, Facebook Ads) corresponding to Clients' trade names, unless explicitly authorized in writing in the Affiliate Agreement.
- **Impersonation:** Pretending to be the Client or an official representative of the Client.
- **Bot Traffic:** Using robots, click farms, or scripts to generate fake clicks or fake sign-ups.

5.2. Content Guidelines

The Partner is solely responsible for the media on which they distribute their Tracking Links. It is prohibited to distribute Links on sites or media containing:

- Pornographic, obscene, or indecent content.
- Content inciting hatred, violence, racism, or discrimination.
- Content promoting illegal activities (drugs, weapons, illegal gambling).
- Content violating third-party intellectual property rights (illegal streaming, counterfeiting).

5.3. Advertising Transparency Obligations

The Partner agrees to comply with all applicable laws regarding advertising and consumer protection (including FTC Guidelines, EU UCPD).

- **Disclosure:** The Partner must clearly indicate to their audience that they receive compensation for purchases via their links (mention "Affiliate Link", "Ad", "Sponsored").
- **Honesty:** The Partner must not make false or misleading promises regarding the Client's products.

6. RELATIONSHIP WITH CLIENTS AND AFFILIATE PROGRAMS

6.1. Program Autonomy

Each Client is free to define the rules of their Affiliate Program:

- Commission rate (percentage or fixed).
- Cookie duration (attribution window).
- Conversion validation conditions.
- Authorized countries.

6.2. Acceptance and Rejection

Membership in a Program is not a right. The Client may reject your application or exclude you from their Program at any time, without having to justify their decision to PromoteBoost.

6.3. Data Conflict

In the event of a discrepancy between the Partner's statistics and those of the Platform, the data recorded by PromoteBoost's servers shall prevail for the calculation of Commissions, barring manifest technical error proven by the Partner.

7. FINANCIAL TERMS - COMMISSION PAYMENTS

7.1. Payment Principle by the Client

THE PARTNER ACKNOWLEDGES THAT THE CLIENT IS THE SOLE LEGAL DEBTOR OF COMMISSIONS. PROMOTEBOOST HAS NO OBLIGATION TO PAY COMMISSIONS FROM ITS OWN FUNDS IN THE EVENT OF CLIENT DEFAULT.

7.2. Payment Process

1. **Generation:** A conversion is tracked by the Platform.
2. **Validation:** The Client has a period (typically 30 days) to validate or reject the conversion (e.g., in case of product refund).
3. **Payment Status:** Once validated, the Commission becomes payable according to the Client's terms (e.g., Net 30, end of month).
4. **Transfer:** Payment is made either directly by the Client or via a payment processor integrated into the Platform (Stripe Connect, PayPal Payouts).

7.3. Thresholds and Fees

- A minimum payment threshold may apply (e.g., €50 or \$50).
- Transaction fees from payment processors (e.g., PayPal fees) may be deducted from the amount paid to the Partner.
- The Partner is responsible for updating their banking details. Any failed transfer due to incorrect information may result in administrative fees.

8. SELF-BILLING MANDATE

To facilitate administrative and tax management, PromoteBoost offers a self-billing system.

8.1. Acceptance of Mandate

By accepting this Agreement, the Partner expressly mandates the Client (or PromoteBoost acting in the name and on behalf of the Client) to draw up and issue invoices relating to due Commissions in their name and on their behalf.

8.2. Partner Obligations under Mandate

The Partner agrees to:

1. Provide all necessary tax information (VAT number if applicable, Company Registration Number).
2. Accept invoices issued in their name.
3. Report any errors within 15 days of the invoice issuance. After this period, the invoice is deemed accepted.
4. Remit to the Tax Authorities any VAT collected mentioned on the invoices, if applicable.
5. Keep a copy of each invoice in their accounting records.

9. LIABILITY AND WARRANTIES

9.1. General Warranty Exclusion ("AS IS")

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". PROMOTEBOOST OFFERS NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- ABSENCE OF BUGS OR ERRORS.
- CONTINUOUS AND UNINTERRUPTED SERVICE AVAILABILITY (99.9% UPTIME NOT GUARANTEED).
- ABSOLUTE TRACKING ACCURACY (SUBJECT TO INTERNET VAGARIES, AD BLOCKERS, COOKIE DELETION).
- FITNESS FOR A PARTICULAR PURPOSE OR ECONOMIC PROFITABILITY FOR THE PARTNER.

9.2. Limitation of Indirect Damages

PROMOTEBOOST SHALL NOT BE HELD LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO:

- LOSS OF REVENUE OR EXPECTED PROFITS.
- LOSS OF CUSTOMERS OR DAMAGE TO REPUTATION.
- LOSS OF DATA OR FILES.
- LOSS OF EARNINGS RESULTING FROM A TRACKING SERVICE FAILURE.

9.3. Liability Cap

IN ANY EVENT, PROMOTEBOOST'S TOTAL AND CUMULATIVE LIABILITY TO THE PARTNER UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE AND LEGAL BASIS OF THE CLAIM, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES (SERVICE FEES) RECEIVED BY PROMOTEBOOST ON THE PARTNER'S ACTIVITY DURING THE SIX (6) MONTHS PRECEDING THE GENERATING EVENT.

10. INDEMNIFICATION

The Partner agrees to defend, indemnify, and hold harmless PromoteBoost, its officers, directors, employees, and agents, from any judgment, claim, action, loss, damage, fine, penalty, and cost (including reasonable attorney fees) arising from or related to:

1. A violation by the Partner of this Agreement.
2. A violation by the Partner of any applicable law or regulation (GDPR, Consumer Law, FTC Rules, etc.).

3. Negligence, gross negligence, or willful misconduct by the Partner.
4. A claim by a third party alleging that content distributed by the Partner violates their intellectual property rights.
5. Any dispute occurring between the Partner and a Client.

11. CONFIDENTIALITY AND TRADE SECRETS

11.1. Definition

"Confidential Information" shall be considered as all non-public information of a technical, commercial, financial, or strategic nature, disclosed by one Party to the other Party, including: client lists, conversion rates, Platform algorithms, marketing plans.

11.2. Obligations

The Receiving Party agrees to:

1. Not disclose Confidential Information to third parties without prior written consent.
2. Use Confidential Information only for the purposes of the Agreement.
3. Limit access to employees or collaborators on a "Need to know basis".
4. Return or destroy Confidential Information at the end of the Agreement.

This confidentiality obligation shall remain in force for a period of five (5) years after the termination of the Agreement.

12. DATA PROTECTION (GDPR ADDENDUM)

In accordance with Article 28 of the GDPR, the following stipulations apply to data processing.

12.1. Partner Data (PromoteBoost as Data Controller)

PromoteBoost collects and processes the Partner's personal data (Name, Email, IBAN) for contract management, billing, security, and service improvement. The Partner has a right of access, rectification, erasure, and portability by contacting: contact@promoteboost.com.

12.2. End User Data (PromoteBoost as Data Processor)

In the context of tracking, PromoteBoost acts as a **Data Processor** on behalf of the Client (Data Controller). The Partner acknowledges that they may themselves be a Data Controller or Joint Controller regarding the initial collection of data (e.g., collecting emails on their own site before redirection).

The Partner agrees to inform End Users (via their Privacy Policy) of the use of tracking links and third-party cookies.

12.3. Data Security

PromoteBoost implements appropriate technical and organizational measures (TLS encryption, access controls, backups) to protect data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access.

13. DURATION, SUSPENSION, AND TERMINATION

13.1. Effective Date and Duration

The Agreement enters into force on the date of Partner Account creation and is concluded for an indefinite period.

13.2. Termination At Will

The Partner may terminate the Agreement at any time by requesting the deletion of their Account. PromoteBoost may terminate the Agreement at any time with reasonable notice (except for serious misconduct).

13.3. Suspension or Termination for Cause

PromoteBoost reserves the right to suspend access or terminate the Agreement immediately, without notice or indemnity, in case of:

- Violation of Partner obligations (Art. 5).
- Proven or suspected fraud.
- Abusive or threatening behavior towards PromoteBoost staff.

13.4. Consequences of Termination

Upon termination:

- All rights and licenses granted to the Partner cease immediately.
- The Partner must stop using Tracking Links.
- Valid and pending Commissions will be paid during the next payment cycle (unless in case of fraud where they are forfeited).

14. FORCE MAJEURE

Neither Party shall be held liable for a failure to perform its contractual obligations if such failure is due to a Force Majeure event as defined by Article 1218 of the French Civil Code and the jurisprudence of French courts (e.g., natural disaster, war, riot, pandemic, widespread failure of telecommunications networks, massive cyberattack).

15. MISCELLANEOUS PROVISIONS

15.1. Independent Contractors

The Parties are independent contractors. This Agreement does not create any subordination link, agency, joint venture, or employer-employee relationship.

15.2. Non-Waiver

The failure of either Party to enforce a breach by the other Party of any obligation herein shall not be construed for the future as a waiver of the obligation in question.

15.3. Entire Agreement

This Agreement expresses the entire obligations of the Parties. It supersedes and replaces any prior agreement, letter, offer, or other document having the same subject matter.

15.4. Severability

If one or more stipulations of this Agreement are held to be invalid or declared as such pursuant to a law, a regulation, or following a final decision of a competent jurisdiction, the other stipulations will retain their full force and scope.

15.5. Assignment

The Agreement is concluded *intuitu personae* with respect to the Partner. It cannot be assigned by the Partner without the written consent of PromoteBoost. PromoteBoost is free to assign the Agreement to any affiliated company or within the framework of a merger/acquisition operation.

16. GOVERNING LAW AND JURISDICTION

16.1. Governing Law

This Agreement is governed by **French Law**, excluding any conflict of law rules.

16.2. Jurisdiction Clause (Professionals)

IN THE EVENT OF A DISPUTE ARISING FROM THE INTERPRETATION OR EXECUTION OF THIS AGREEMENT, AND FAILING AMICABLE AGREEMENT WITHIN 30 DAYS, **EXPRESS JURISDICTION IS ATTRIBUTED TO THE COMMERCIAL COURT OF LYON (FRANCE)**, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR THIRD-PARTY CLAIMS, EVEN FOR EMERGENCY PROCEEDINGS OR PROTECTIVE PROCEEDINGS, IN SUMMARY PROCEEDINGS OR BY PETITION.

16.3. Jurisdiction (Consumers)

If the Partner acts as a consumer, the legal rules of jurisdiction of the Consumer Code and the Code of Civil Procedure apply (court of the defendant's place of residence or place of performance of the service).

CONTACT AND NOTICES

For any questions or legal notices:

PromoteBoost

Legal Department
9 Chemin de la Vernique
69160 Tassin-la-Demi-Lune
FRANCE

Partner Support: contact@promoteboost.com