



Partner Referral Terms

The Terms in this version are valid from **October 23, 2024**

Sendcloud offers a referral program (the '**Partner Program**') with the opportunity for a partner (the '**Partner**') to earn rewards by referring customers to Sendcloud's services. Partnerstack is used to run this program (the '**Partner Platform**').

The use of the Partner Platform is governed by these **Partner Referral Terms**.

Article 1: Term and termination

1.1. These terms and conditions will remain in effect until the end of Partner's participation in the Partner Program (in accordance with paragraph 2, 3 or 4 of this article).

1.2 The Partner's participation in the Partner Program may be ended by Sendcloud or the Partner, giving one (1) month prior written notice to the other.

1.3 The Partner Program shall end by operation of law if no Referred Customer has been submitted by the Partner for a duration of twelve (12) months.

1.4 The Partner Program may be ended with immediate effect by a Party, if the other Party:

- Causes an attributable failure in the performance of these terms;
- Is in state of dissolution; or
- Is declared bankrupt or a petition for bankruptcy has been filed, applies for a moratorium on the payment of debts, or loses the power to dispose of all or part of its assets.

1.5 After the end of Partner's participation in the Partner Program, Sendcloud may delete and/or suspend the access to the Partner's account with immediate effect.

Article 2: Partnership principles

2.1 Under the Partner Program, the Partner can refer potential customers to Sendcloud. For providing Referred Customers, the Partner may be entitled to a revenue share (the '**Revenue Share**').

2.2 The Partner shall use reasonable efforts to refer potential customers to Sendcloud, but there is no minimum target for Referred Customers in place. Sendcloud has no obligation to accept Referred Customers as customers.

Article 3: Referred Customers and Revenue Share

3.1 All of the following requirements apply to a '**Referred Customer**':

- The Referred Customer has been submitted by the Partner via the Partner Platform (the "**Referral**");
- The Referred Customer or any of its affiliates is not yet an existing customer or lead of Sendcloud at the time of the Referral;
- The Referred Customer:
 - uses its Sendcloud subscription to create at least ten (10) shipping labels in a single month
- No other type of revenue share applies to the paid subscription of the Referred Customer at the time of the Referral, whether from the Partnership Program or otherwise (first come, first serve).

3.2 The Revenue Share will be calculated as a percentage of the Referred Customer's subscription plan, with the specific percentage amount varying based on the subscription plan. Partners can access detailed information regarding Revenue Share percentages

through the Partner Platform. The Revenue share shall apply for a maximum period of two (2) years per Referred Customer, as from the effective date of the Referred Customer's subscription.

3.3 The Revenue Share may be changed from time to time by Sendcloud at its sole discretion. The current active Revenue Share can be found in the Partner Platform at all times. Any change to the Revenue Share must be communicated by Sendcloud at least one (1) month prior to the effective date of the changes, either by e-mail or by communication via the Partner Platform. In case the Revenue Share change has a material adverse effect on the Partner, the Partner may cancel its subscription to the Partner Program by written notice to Sendcloud without any prior notice required.

3.4 The Revenue Share only applies to payments that have actually been received by Sendcloud. In case a Revenue Share is paid to the Partner for a payment that is withheld or disputed by the customer, Sendcloud is allowed to reclaim or set off the Revenue Share.

3.5 Sendcloud shall give the Partner access to the Partner Platform. The Partner is responsible for maintaining the correct business information in the partner account at all times. If Sendcloud is unable to pay out the Revenue Share as a result of incorrect/missing information in the Partner account, the Revenue Share over the corresponding period is waived.

Article 4: Intellectual property rights

4.1 The Partner receives a non-exclusive and non-sublicensable licence for the duration of these terms to use the Sendcloud trademarks for the sole benefit of promoting the Sendcloud services and to acquire Referred Customers. These terms do not constitute a transfer of intellectual property rights in any way.

4.2 If Sendcloud provides the Partner with a specific marketing toolkit, the Partner shall exclusively use this toolkit for the promotion of the Sendcloud services. If the Partner wants to use its own content for the promotion of Sendcloud services, this is subject to the prior written approval of Sendcloud.

Article 5: Confidentiality

5.1 Both Sendcloud and the Partner undertake that they shall not, at any time during the Partner Program and for a period of three (3) years after termination of the participation, disclose to any person or use any Confidential Information, except as permitted by Clauses 5.2 to 5.4 below.

'Confidential Information' shall mean all information which a reasonable person would consider to be confidential and which is disclosed by one Party (disclosing party) to another Party (receiving party), including without limitation information relating to incentives, pricing, offers, agreements, login credentials, correspondence, information, knowledge and/or documentation relating to the other Party, and any other information designated as "confidential" and/or "proprietary".

5.2 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.

5.3 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.

5.4 The Partner may only share Sendcloud's pre-negotiated rates for shipping labels with potential customers on an individual basis and not publicly (e.g. on the Partner's website).

Article 6: Support

Sendcloud may require the Partner to perform first line support for Referred Customers that become a Sendcloud customer. If required, Sendcloud shall provide the Partner with adequate documentation and training for this purpose.

Article 7: Invoicing

Sendcloud shall determine the Revenue Share on a monthly basis at its sole discretion. The Partner is responsible for claiming the reward in accordance with the standard process as determined by the Partner Platform, which may include topics such as (i) the invoice for VAT purposes, (ii) any minimum payment threshold and (iii) the applicable payment service provider(s).

Article 8: Liability

8.1 The aggregate liability of Sendcloud in connection with these terms and the partnership is limited to an amount that equals the Revenue Share 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.

8.2 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 Partner for damages caused by unavailability of its platform or any of its services.

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

Article 9: Privacy

9.1. 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) ["GDPR"].

9.2. Independent Controllers

Both Partner and Sendcloud acknowledge that each party acts as an independent data controller with respect to any personal data (e.g., lead information) shared under the Partner Referral Terms. Each party shall independently determine the purposes and means of processing the personal data it receives or provides.

9.3. Legal Basis and Consent

Partner warrants and represents that, prior to sharing any personal data with Sendcloud, it has obtained all necessary consents from the individuals whose data is being provided, in compliance with all applicable data protection laws, including the GDPR and the UK GDPR. This consent includes permission for Partner to share their personal data with Sendcloud and for Sendcloud to contact the individuals for marketing and promotional purposes.

9.4. Data Subject Rights

Each party is responsible for responding to and fulfilling any requests from individuals exercising their data subject rights, including but not limited to the right to access, delete, or restrict the processing of their personal data. Where necessary, each party shall notify the other without undue delay if any such request relates to the data shared between the parties.

9.5. Indemnification

Partner shall indemnify and hold Sendcloud harmless against any claims, damages, or penalties arising from a failure by Partner to obtain proper consent for the sharing and use of personal data under the Partner Referral Terms.

9.6. Partners Acting as Web Agency

Partner accepts and acknowledges that if they serve as the web agency for any Sendcloud customers (especially for more than two), they must manage those customers' Sendcloud accounts in compliance with the GDPR and Sendcloud's privacy and security standards. Partners are specifically responsible for ensuring the security and confidentiality of the data made available to them within Sendcloud customers' accounts. Accordingly, Sendcloud may from time to time inform Partners about its privacy and security protocols, which must be followed when managing Sendcloud customers' accounts. Sendcloud shall not be responsible for any damages incurred by Sendcloud customers due to a failure by the Partner, acting as a web agency, to comply with the GDPR and Sendcloud's privacy and security standards.

Article 10: Other provisions

10.1 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.

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

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