

Partner Agreement

2019

AimFirst



Partner Program

Partner agreement

As a AimFirst Affiliate, You have the opportunity to earn money from (i) commissions for AimFirst accounts that You sell to other users, and (ii) bonuses when the people you sell to sell to others. This Agreement sets forth Your rights and obligations as an AimFirst Affiliate. By clicking “I Agree” You indicate that You have read and understood this Agreement and You will be bound by its terms.

1. **PARTIES.** All references to “AimFirst” herein mean and refer to AimFirst BV, doing business as AimFirst, and AimFirst BV’s owner(s), parent company(ies), affiliate entities, and employees, and assigns. All references to “You” and “Your” mean and refer to that AimFirst Affiliate who has executed this Agreement by clicking “I Agree.” AimFirst and You are each referred to herein as a “Party,” and collectively as the “Parties.”

2. **INDEPENDENT CONTRACTOR.** You are an independent contractor of AimFirst. It is the express understanding and intention of the Parties that no relationship of master and servant or principal and agent shall exist between AimFirst and You by virtue of this Affiliate Agreement.

3. **TERM AND TERMINATION.** Your contract with AimFirst begins when You click “I Agree,” and will continue month-to-month for as long as you participate in the Affiliate Program, until terminated.

A. **Initial term.** The initial term for this contract is for 6 months and will continue month-to-month afterwards.

B. **Termination Without Cause.** Both You and AimFirst or its successors or assigns may terminate this Agreement after the initial term on thirty (30) days written notice to the other party.

C. **Termination for Agreement Changes.** If AimFirst update or replace the terms of this Agreement, You may terminate this Agreement on fifteen (15) days written notice to us, provided that you send us written notice within twenty (20) days after we send you notice of the change.

D. **Termination for Cause.** AimFirst cancels Your account due to Your breach of any of the terms of this Agreement at any time. In the event this Agreement is cancelled due to Your breach, You forfeit all Commissions and Bonuses owed to You or that may in the future be owed to You.

E. **Effects of Expiration/Termination.** Expiration of this Agreement, and termination of this Agreement: (i) without cause by AimFirst, (ii) by You with cause, (iii) by You according to the ‘Termination for Agreement Changes’ section, shall not affect our obligation to pay You a Commission, so long as the related payment by the Customer Transaction is recognized by AimFirst within thirty (30) days after the date of such termination or expiration.

AimFirst will not pay you fees on Customer Transactions recognized by us after thirty (30) days after the date of such termination or expiration set out above. Provided however, in the event of termination without cause by You, or for cause by AimFirst, our obligation to pay and your right to receive any Commission will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Commission prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive a Commission payment after expiration or termination of this Agreement. Upon termination or expiration, you will discontinue all use of and delete the Affiliate Tool that we make available to you for your participation in the Affiliate Program. Upon termination or expiration, an Affiliate Lead is not considered valid, and we may choose to maintain it in our database and engage with such a prospect.

Upon termination or expiration, you will immediately discontinue all use of our trademark and references to this Affiliate Program from your website(s) and other collateral. For the avoidance of doubt, termination or expiration of this Agreement shall not cause a Customer’s subscription agreement to be terminated.

4. COMPENSATION.

A. **COMMISSIONS.** After You click “I Agree” to the terms of this Agreement, You will receive a unique Affiliate URL, which You will use to advertise AimFirst. When another person (a “Prospect”) clicks through that URL, a cookie (or similar tracking technology (hereinafter “Cookie”)) will be set in the Prospect’s browser. When the Prospect creates a AimFirst account by using Your Affiliate Link, the Cookie on the Prospect’s browser, corresponding to Your unique URL, registers a “Sale,” and each such account is a “Sold Account.” In the event that a Prospect has multiple Affiliate Cookies, the most recently-acquired Cookie will determine which Affiliate is credited with a Sale. You will be paid a commission for each Sold Account that generates a minimum payment of €133.00 to AimFirst in a month. The Commission amount is **25%** of all fees received by AimFirst for a Sold Account. Commission payments will be made to You on or before forty-five (45) days following AimFirst’ receipt of payment for a Sold Account, subject to the other terms set forth herein.

B. **BONUSES.** Each person that creates an AimFirst account through one of Your Sold Accounts is Your “Legacy Sale,” and each such account is a “Legacy Account.” You will be paid a bonus for each Legacy Account that generates a minimum payment of €133.00 to AimFirst in a month. The Bonus amount is 5% of all fees received by AimFirst for a Legacy Account in a month. Bonus payments will be made to You on or before forty-five (45) days following AimFirst’ receipt of payment for a Legacy Account, subject to the other terms set forth herein

C. **TAXES.** Before You can be paid any Commission or Bonuses, You must provide AimFirst a valid VAT ID. You will be deemed to have permanently waived all rights to Commissions or Bonuses that were earned more than 120 days before submitting a valid VAT ID to AimFirst. You are responsible for any and all tax liabilities, including without limitation income tax liabilities that arise from or in any way relate to any commissions or bonuses You receive from AimFirst. If You are not a resident of The Netherlands, AimFirst may withhold tax (including without limitation VAT) where required to by applicable law. Where AimFirst is required to withhold tax, AimFirst will document such withholding.

D. **MINIMUM COMMISSION AND BONUS PAYMENT.** Your combined commission and bonus amount must equal or exceed One Hundred and 00/100 Dollars (€100.00) before You receive a payment from AimFirst. If Your combined commissions and bonuses for a given month are less than €100.00, Your commissions and bonuses will be held until Your combined commissions and bonuses equals or exceeds €100.00.

E. **COMMISSION AND BONUSES PAID FOLLOWING LEGITIMATE SALE.** Commissions and Bonuses are paid only for transactions that actually occur between AimFirst and a Sale or a Legacy Sale. If the transaction does not actually occur, or if payment from a Sale or Legacy Sale is not actually received by AimFirst, You will not paid a Commission or Bonus on the transaction. If payment for a Sold Account or a Legacy Account later results in a refund or charge-back, and if a commission or bonus was paid to You for that Sold Account or Legacy Account payment, then the commission or bonus will be deducted from Your future commissions. If AimFirst determines, in its reasonable discretion, that any Sale or Legacy Sale was procured fraudulently or as a result of any violation of this Agreement, no Commission or Bonus will be paid for such Sale or Legacy Sale. If any Commissions or Bonuses are paid for a Sale or Legacy Sale that was produced fraudulently or as a result of any violation of this Agreement, and the fraud or violation is discovered by AimFirst after payment, such payment amounts shall be deducted from Your future commissions and bonuses.

F. **EURO. PAYMENT PROCESSING FEES.** All commissions are paid in EURO’S. Depending on what payment processor or payment method You instruct Us to use, processing fees may be deducted from Your Commissions payment.

5. MARKETING AND RECRUITING.

A. **TRUTHFUL.** Anything You communicate in marketing or advertising any AimFirst service or opportunity must be true and accurate. Claims that relate to any AimFirst service or opportunity that are untrue or fraudulent are strictly prohibited. You may not claim that any government, person, or entity endorses or supports AimFirst. You may not use the intellectual property of any other person or entity in advertising any AimFirst service or opportunity.

B. **DISCLAIMER.** On any website that You advertise any AimFirst service or opportunity, You must plainly display (i.e., not in a link, or in small font) the following disclaimer language:

Disclosure: I am an independent AimFirst Affiliate, not an employee. I receive referral payments from AimFirst. The opinions expressed here are my own and are not official statements of AimFirst or its parent company, AimFirst BV.

C. **NON-DISPARAGEMENT.** You are not permitted to disparage the products or services of any other person or entity, including without limitation the products or services of a competitor of AimFirst.

D. **INVENTORY LOADING/REBATES.** You will not be paid any Commission or Bonus for payments made on your own User Account(s). You are not permitted to open a AimFirst account under the name of another person or entity, or under a fictitious name. You are not permitted to open a AimFirst account under any name merely for the purpose of obtaining Commissions, Bonuses, or any other compensation, including without limitation incentives or prizes which may be offered from time to time. You may not pay for another person's account. You are not permitted to offer cash rebates or other monetary incentives to actual or potential Sales or Legacy Sales. Violation of this paragraph shall constitute a material breach of this Agreement, and You agree to repay to AimFirst all Commissions and Bonuses earned as a result of any such violation.

E. **INCOME CLAIMS.** If Your recruiting efforts include claims related to the potential income a AimFirst Affiliate can make, or if You make reference to income You have made, or if You make reference to any lifestyle opportunities You have because of AimFirst, the following guidelines must be adhered to:

1. Your statements must be completely true and accurate and supported by evidence;
2. If You use a hypothetical scenario, You must clearly label it as a hypothetical scenario; and

6. **AIMFIRST' INTELLECTUAL PROPERTY.** No logo, tagline, trademark, trade name, copyrighted material, patent, trade dress, trade secret, or confidential information (collectively, the "AimFirst Intellectual Property") owned by AimFirst may be used, copied, or reproduced by You except as set forth below. No AimFirst Intellectual Property (or any mark confusingly similar to any AimFirst Intellectual Property) is to be advertised for sale or registered as a domain name by You in any fashion.

You may use the AimFirstTM mark to advertise AimFirst. Any time You use the AimFirstTM mark, You must do so in a way that is not likely to confuse readers or cause them to think that You are speaking for AimFirst. Whether Your use of AimFirstTM is confusing will be determined by AimFirst in AimFirst' sole and absolute discretion. The following guidelines, which may be changed or added to at any time, are designed to help avoid reader confusion:

- You must not use the "voice" of, or purport to speak on behalf of, AimFirst.
- Any time You use the word "AimFirst" it must be immediately followed by the letters "TM" in superscript caps.
- When used in prose, AimFirstTM must be used in the same font as the rest of the prose.
- When used other than in prose, AimFirstTM must be used in the font employed by AimFirst' corporate marketing in AimFirst' corporate logo.
- On any website or social media platform on which You use the word AimFirstTM, you must include the disclosure identified in paragraph 5(B) above.
- You may use only such other images, photographs, and trademarks as AimFirst expressly authorizes in writing.

- If you have any questions regarding your use of any AimFirst mark, please contact: [AimFirst Compliance](#)

7. **RELEASE/AUTHORIZATION TO USE PHOTOGRAPHS.** You grant AimFirst permission to use any and all photographs taken by AimFirst or its agents or employees, or submitted by You to AimFirst (hereinafter "Photographs") in any Media (including print, internet, film, television and no matter how distributed or published) for any purpose, which may include, but shall not be limited to, advertising, promotion, marketing and packaging of AimFirst or any product or service sold and marketed by AimFirst. You agree that this authorization to use Photographs may be assigned by AimFirst to any other party. You agree that that the Photographs may be combined with other Photographs, sounds, text and graphics, and that the Photographs may be manipulated, cropped, altered or modified in AimFirst' sole discretion. You agree not to charge a royalty or fee, and not to make any other monetary assessment against AimFirst in exchange for this Release and Assignment. You hereby release and forever discharge AimFirst from any and all liability and from any damages You may suffer as a result of the use of the Photographs. You further acknowledge and agree that this Release is binding upon Your heirs and assigns. You agree that this Release is irrevocable.

8. **PROHIBITED ACTIVITY.** AimFirst has the right to terminate this Agreement at any time if You engage or have ever engaged in any of the following:

A. **HARMFUL ACTS.** Any dishonest or unethical business practice; any violation of the law; infliction of harm to AimFirst's reputation; and the violation of the rights of AimFirst or any third party.

B. **"SPAMMING" AND UNSOLICITED COMMUNICATIONS.** Any communications sent or authorized by You reasonably deemed "spamming," or any other unsolicited solicitations (including without limitation postings on social media or third party blogs) will be deemed a material threat to AimFirst's reputation and to the rights of third parties. It is Your obligation, exclusively, to ensure that all business communications comply with state and local anti-spamming or analogous laws.

C. **OFFENSIVE COMMUNICATIONS.** Any communication sent, posted, or authorized by You, including without limitation postings on any website operated by You, or social media or blog, which are: sexually explicit, obscene, or pornographic; offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory; graphically violent; solicitous of unlawful behavior; or that violates the intellectual property rights of another.

9. **INDEMNITY.** You agree to protect, defend, indemnify and hold harmless AimFirst, its officers, directors, employees, owner(s), and parent company(ies) and assigns from and against all claims, demands, and causes of action of every kind and character without limit arising out of the Your conduct. Your indemnity obligation includes, but is not limited to, any third party claim against AimFirst for liability for payments for, damages caused by, or other liability relating to, You.

10. **NO WARRANTY; NO LEADS.** AimFirst does not promise, guarantee or warrant Your business success, income, or sales. You understand and acknowledge that AimFirst will not at any time provide sales leads or referrals to You. Additionally, AIMFIRST' WEBSITES AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. AIMFIRST MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY MATERIAL ON OR ACCESSIBLE THROUGH ANY AIMFIRST WEBSITE OR SERVICE. ANY RELIANCE ON OR USE OF SUCH MATERIALS SHALL BE AT YOUR SOLE RISK. AIMFIRST MAKES NO REPRESENTATION OR WARRANTY (A) THAT ANY AIMFIRST WEBSITE OR SERVICE WILL BE AVAILABLE ON A TIMELY BASIS, OR THAT ACCESS TO ANY AIMFIRST WEBSITE OR SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE; (B) THAT DEFECTS OR ERRORS WILL BE CORRECTED; OR (C) THAT ANY AIMFIRST' WEBSITE OR THE SERVERS OR NETWORKS THROUGH WHICH ANY AIMFIRST' WEBSITE IS MADE AVAILABLE ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW

MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

11. LIMITATION OF LIABILITY. YOU AGREE THAT IN NO EVENT SHALL AIMFIRST' LIABILITY TO YOU FOR ANY CLAIM OF ANY KIND OR DESCRIPTION EXCEED THE AMOUNT OF THREE (3) TIMES THE COMMISSIONS AND BONUS PAYMENTS PAID TO YOU FOR THE MONTH PRECEDING THE DATE IN WHICH THE FACTS GIVING RISE TO A CLAIM AGAINST AIMFIRST OCCURRED. YOU WAIVE ANY RIGHT TO SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND OR DESCRIPTION.

12. FORCE MAJEURE. AimFirst will not be responsible to You for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes beyond the control of AimFirst. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. AimFirst shall not be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.

13. ASSIGNMENT. AimFirst may assign its rights under this Agreement at any time, without notice to You. Your rights arising under this Agreement cannot be assigned by without AimFirst' or its assigns express written consent.

14. GOVERNING LAW.

This Agreement shall be interpreted under the laws of The Netherlands. Any and all legal actions relative hereto shall be in the courts of The Netherlands.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

15. ENTIRE AGREEMENT. This Agreement, along with AimFirst's standard [Terms and Conditions](#) represents the entire agreement between the Parties with respect to the subject matter hereof. It supersedes and replaces all previous discussions, negotiations, and understandings between the parties. This Agreement may only be amended by a written amendment signed by authorized representative of both of the companies.

16. MODIFICATION/AMENDMENTS. This Agreement and AimFirst' standard [Terms and Conditions](#) may be modified by AimFirst at any time, with or without prior notice to You. Amendments or Modifications to this Agreement or the [Terms and Conditions](#) will be binding on You when they are sent to You via e-mail, or are posted in the Affiliate Center. No amendment to this Agreement or the Terms and Conditions shall be valid unless authored or signed by AimFirst. Your continued acceptance of Commission or Bonus payments constitutes Your acceptance to any modifications or amendments to this Agreement.

17. NO WAIVER. No waiver by AimFirst of any right reserved or granted to AimFirst under this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of AimFirst.

18. NOTICE. Any notice required to be given to AimFirst under or related to this Agreement shall be in writing, addressed as follows:

AimFirst BV

Matara Bastion 4

1991 SM Velsbroek

e-mail: [AimFirst Compliance](#)

AimFirst will send notices to You at the e-mail address You provided to AimFirst. Any notices shall be deemed delivered to You when sent by AimFirst. You are solely responsible for

addressing any technical failures related to Your e-mail address or server, and for reading any e-mail sent to You. AimFirst may also provide notice to You by posting information in the Affiliate Center.

19. SEVERANCE. In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement and the [Terms and Conditions](#), as so modified, shall continue in full force and effect.

Happy Selling !

About AimFirst

AimFirst brings business acceleration solutions for B2B companies and channels in a Business as a Service model.

Our Lead Lifecycle Management for SMEs and Large Corporations help them accelerate their performance for: Marketing, Sales, Partner channels & Localization.

AimFirst' offer is including a cloud Platform that brings Lead Lifecycle Solution to its clients including successful implementation and coaching.

Working with the customer as "trusted advisor" is an important value for AimFirst.

See also: <http://www.aimfirst.com>

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