

# Chatfuel Partner Program Agreement

By applying for the Partner Program, you are agreeing to the following agreement (the "**Agreement**") between you as the **Partner** and 200 Labs, Inc. ("**Chatfuel**"). The current version of the Agreement can be reviewed at any time at the provided link.

## 1. General Requirements

- 1.1. To participate as a Partner, an agency or individual must complete the form at [chatfuel.com/partner-program](https://chatfuel.com/partner-program) and provide a valid email address for communication.
- 1.2. The Partner must agree to all terms and conditions in this Agreement, Chatfuel's Privacy Policy, and Chatfuel's Terms of Service.
- 1.3. If the Partner is an individual, they must be 18 years or older, or the age of majority in their jurisdiction.
- 1.4. The Partner must create a Chatfuel Account by providing required information, and Chatfuel reserves the right to reject an application for any reason.

## 2. Revenue Sharing and Program Benefits

### 2.1. Revenue Sharing

- 2.1.1. The Partner is eligible for revenue sharing commissions from Chatfuel if they comply with the Agreement.
- 2.1.2. The Partner will receive a 25% commission on monthly recurring revenue from each referred account as long as the client continues to have a Chatfuel Pro Subscription.
- 2.1.3. The Partner will receive a 25% commission for a maximum of 2 years for each account they refer and have Admin access to.
- 2.1.3. Commissions can only be paid for the new clients who created a Chatfuel account or those who haven't had a Chatfuel Pro Subscription for at least 1 month.
- 2.1.4. If the Client purchases the Annual Pro Subscription, the commission will be paid monthly at a rate of 25% of the Amount divided by 12.

### 2.2. Payment

- 2.2.1. Chatfuel calculates and pays out commissions once a month.
- 2.2.2. If the commission owed to the Partner is less than \$50, Chatfuel may withhold payment until the next month when the balance owed is \$50 or more.

### 2.3 Additional Payment Information

- 2.3.1. Payments are subject to fraud and risk analysis and may be held during investigation.
- 2.3.2. Chatfuel will not pay commissions for:
  - Refunded or chargeback payments
  - Client accounts created or owned by the Partner
  - Fraudulent transactions
  - Partners employed by Chatfuel.

2.3.3. Chatfuel reserves the right to modify commissions and payment terms with reasonable notice. Any disputes over commissions will be determined by Chatfuel and considered final.

### 2.4 Additional Benefits

2.4.1. In addition to revenue sharing, Partners may be eligible for additional benefits at the discretion of Chatfuel, subject to additional terms and conditions.

### **3. Partner's Responsibilities**

3.1.1. The Partner is responsible for all costs and expenses related to promoting Chatfuel, unless otherwise determined by Chatfuel.

3.1.2. The Partner may use Chatfuel Trademarks for marketing purposes in accordance with the Agreement.

3.1.3. The Partner must:

- Not send unsolicited emails regarding Chatfuel
- Include their own contact information and "unsubscribe" information in emails
- Not imply that emails are sent on behalf of Chatfuel
- Not engage in offline marketing methods, use aggressive advertising or marketing methods, make false or misleading representations, copy Chatfuel's website or trademarks, or misrepresent their affiliation with Chatfuel.

### **4. Termination**

4.1. Either party may end the agreement at any time by giving notice to the other party.

4.2. Chatfuel may end Partner's status, suspend some or all Partner privileges, or terminate Partner's account if Partner engages in fraudulent behavior or breaches the Terms of Service.

4.3. Chatfuel may change the Partner Program Agreement, including Commissions, at any time, with reasonable notice by email or in the Chatfuel Interface.

### **5. Intellectual Property Rights**

5.1. Chatfuel grants Partner a limited, non-exclusive license to display the Chatfuel Trademarks for fulfilling obligations under the agreement. Partner must use the Trademarks only as allowed, legally, keep them as Chatfuel's property, not contest their validity, not use similar terms or marks, and accept them "as is" without warranty.

5.2. A Partner may not use Chatfuel Trademarks in business name, logo, products, or services unless given written permission from Chatfuel.

### **6. Proprietary Rights**

6.1. The Chatfuel trademarks and all other intellectual property, including information, software, hardware, templates, tools, documents, processes, methodologies, and websites, are the sole property of Chatfuel. Partner assigns all rights to Chatfuel, including the right to sue for past, present, and future violations.

### **7. Confidentiality**

7.1. Confidential Information includes all non-public business information such as technical processes, user lists, financial information, marketing data, etc. and Client Data and User Data are considered Chatfuel's Confidential Information.

7.2. Both parties will only use Confidential Information as needed to fulfill obligations and take measures to prevent its duplication, disclosure, or use, unless required by law. The receiving party will notify the disclosing party if required by law and take commercially reasonable steps to limit disclosure.

## **8. Warranty Disclaimer**

8.1. The Chatfuel Partner Program, Platform, and Trademarks are offered without guarantees and Chatfuel denies all express and implied warranties, including merchantability and fitness for a purpose. Chatfuel also denies any express or implied representations or warranties that the Platform or Trademarks will meet Partner/Client requirements, be error-free, or contain no harmful components.

## **9. Force Majeure**

9.1. Partner is not in breach of this Agreement for delays or failures caused by events outside of its reasonable control, such as acts of God, natural calamities, changes in laws, power outages, or other disruptive events.