

## **Livestorm Affiliate Terms & Conditions**

### **Affiliate Program Terms**

These Affiliate Program Terms (the “Affiliate Terms”) are the only agreement between you and Livestorm. By participating in our Affiliate Program, you agree to these Affiliate Terms and to Livestorm’s Terms of Service and Privacy Policy that are available on the website [livestorm.co](https://livestorm.co).

### **Rules of Participation in Affiliate Program**

In order to participate in the Affiliate Program, you must agree, commit to and follow Livestorm’s brand guidelines and strictly use the resources provided within the Resource Center of the PartnerStack platform, those provided by an employee of Livestorm, or found within the Livestorm product (logos, screenshots graphic images, descriptions, and similar identifying material).

Livestorm reserves the right to terminate your access to participating in the Livestorm Affiliate Program immediately if any of the following Banned/Prohibited Conduct is noticed by Livestorm.

### **Banned/Prohibited Conduct**

The following conduct is strictly prohibited:

- Creating an appearance that a visitor to your website is visiting our website.
- Creating social media profiles where you represent yourself as Livestorm or more generally communicating to your audience as if you are Livestorm.
- Displaying incorrect or misleading information about Livestorm, our product, our pricing, or our competitors’ products.
- Engaging in paid promotion of your unique link. All types of ads including but not limited to Google Ads, Bing ads, or displaying advertising of your link are strictly forbidden.
- Engaging in ads directing to a site which contains your unique link on any branded keywords including but not limited to those including the term "Livestorm", "live storm", "Livestorm demo", or any other misspelling or variation of the Livestorm name and brand is strictly prohibited.
- Sending Spam of any kind.

## **Referral Tracking**

The Affiliate must register with PartnerStack and accept their Terms of Service and Privacy Policy in order to become an Affiliate and receive Commissions. On PartnerStack, the Affiliate will be able to generate a unique Tracking Link that redirects to Livestorms' website.

PartnerStack tracks Customer Subscriptions via cookies placed on a Customer's browser upon an individual clicking the unique Tracking Link. Affiliates will only be rewarded for purchases made by New Customers that sign up to Livestorm using their unique Tracking Link. It is the sole responsibility of the Affiliate to ensure that the New Customers sign up via their unique Tracking Link.

## **Affiliate Referral**

If you refer a New Customer to Livestorm, and that individual makes an Eligible Purchase from Livestorm, you will receive a Commission based on the purchase amount exclusive of taxes and fees.

For the purposes of this Agreement, a New Customer is defined as an individual that has not previously visited the Livestorm website, signed up for a Livestorm account, been in contact with the Livestorm team, or otherwise engaged with the Livestorm product.

For the purposes of this Agreement, an Eligible Purchase is any direct purchase made from Livestorm, by a New Customer who has signed up to Livestorm through the Affiliate's unique Tracking Link.

Any revenue generated by Livestorm from the Eligible Purchase of the Customer that was referred to Livestorm through your unique link will give you the right to the payment of a Commission that is equal to 20% of the revenue generated by the Eligible Purchase, exclusive of taxes and fees, provided the customer remains active without interruption .

Any Commissions which shall become due by Livestorm will be paid out through PartnerStack. You hereby acknowledge and agree that you accept the payment terms of PartnerStack.

You will only earn Commissions resulting from Eligible Purchases where payment is received by Livestorm and where the Purchase is not refunded, charged back, or otherwise invalidated. In the event that any overpayment in Commissions is made by us, you will either reimburse us or receive a future commission (if applicable) with the overpayment deducted from it.

You will never be entitled to a Commission for any purchase that you make yourself, or that someone within your company makes.

## **Restricted Use of Links and License**

In participating in our Affiliate Program, we will thereby grant you a limited, nonexclusive, nontransferable, revocable right to access our website through the Unique Links in accordance with the terms of this Agreement.

You hereby acknowledge and agree that this Agreement does not provide you with any intellectual property rights in the Licensed Materials other than the limited rights specified herein. Livestorm is the owner of all intellectual property rights relating to the Software and the accompanying documentation as well as all their updates, old, current and future versions, and all developments carried out by Livestorm.

Under no circumstances shall these rights be transferred to you as a result of this Agreement. You shall refrain from infringing in any way whatsoever Livestorm's intellectual property rights over the Software.

You are expressly prohibited from using or using the Software in a manner that does not comply with this agreement. In particular, is prohibited:

- any reproduction of the Software in any form and on any type of medium whatsoever, in particular by modification, merging or inclusion in another software and/or modification of the accompanying documentation;
- any reproduction other than a backup copy, it being specified that the backup copies are Livestorm's property;
- any modification of the Software;
- any representation of the Software on any type of medium whatsoever;
- any provision of the Software in whole or in part and by any means, rental, transfer, etc.;
- any disclosure, marketing or use of the Software for the benefit of third parties as well as any training of third parties in the use of all or part of the Software;
- any decompilation of the Software, subject to applicable legal provisions;
- any modification or intervention in the Software, whatever its nature, including for the purpose of correcting errors likely to affect the functioning of the Software, insofar as the right to correct such errors is reserved solely to Livestorm.

## **LIMITATION OF LIABILITY**

In no event shall Livestorm be liable for any damages, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to any promotion or these Affiliate Terms.

You agree that in no event will Livestorm be held liable for any indirect, special, incidental, consequential, or exemplary damages in any way arising out of or relating to these Affiliate Terms or any promotion.

## **INDEMNIFICATION**

In case of loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or related to a breach of these Affiliate Terms or any activity by you, related to or arising from one or more Promotions, you hereby agree to fully indemnify Livestorm. In addition, you hereby agree to be bound to act in compliance with all applicable French and European laws and regulations, including, without limitation, the GDPR and the Data Protection act of January 6, 1978.

You shall protect, defend, indemnify and hold Livestorm harmless from and against any claims, actions, liabilities, losses, damages, costs or expenses, including without limitation, attorneys' fees and costs of litigation, even if such claims are groundless, fraudulent or false, incurred by us arising out of any content or activity by you or on your website or resulting from or in connection with your violation of any of the terms or prohibitions contained in this Agreement or any law, rule or regulation, including without limitation, claims for violations of third party intellectual property rights, and privacy rights including but not limited to the rights protected under the GDPR, the French Data Protection act.

## **Modification of These Terms**

Livestorm reserves the ability to modify the reward percentage, structure, payment terms, or any other element contained in these terms at any time. Livestorm will take reasonable measures to notify the Affiliates of changes in the Affiliate Terms, and the Affiliates will then have the opportunity to leave the program if they disagree with the changes.

## **Choice of Law and Jurisdiction**

This agreement shall be governed by the laws of France and any dispute arising hereunder, or related to the terms hereof, will be brought exclusively in front of the French jurisdictions.