

General Terms and Conditions of the Ezus Referral Program

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About

ESUS, a société par actions simplifiée (SAS) registered with the Cannes Trade and Companies Register under number 845 249 358, whose registered office is located at 58 rue de Paradis, 75010 Paris, France (hereinafter “Ezus”), develops and markets, under the commercial name Ezus, a SaaS platform for designing, pricing and managing tailor-made trips for travel professionals (travel agencies, DMCs, tour operators) (the “Solution”).

Purpose

These General Terms and Conditions of the referral program (the “Terms”) define the conditions under which a customer of Ezus (the “Referrer”) recommends the Solution to a travel professional who is not yet a customer (the “Referee”), in exchange for a benefit (the “Reward”), provided that the Referee subscribes to a paid subscription to the Solution. The Referrer acknowledges having read and accepted the Terms upon submitting the Form.

Definitions

“**Referrer**”: any customer of Ezus holding an active account and a valid paid subscription, meeting the criteria set out in Article 1.

“**Referee**”: a travel professional, whether a legal entity or a sole trader, who is not yet a customer of Ezus, meeting the criteria set out in Article 2.

“**Form**”: the referral form available at ezus.io/refer.

“**Referral Code**”: a unique code (format EZUS-XXXXXX) generated upon submission of the Form and linked to both the Referrer and the Referee.

“**Reward**”: an Amazon gift card with a face value of 250 euros, granted to the Referrer under the conditions set out in Article 5.

1. Referrer eligibility

The offer is reserved for a Referrer holding an active customer account and a valid paid subscription to the Solution. The subscription agreement must not be undergoing termination, and the Referrer must be up to date with all payments due to Ezus in respect of the Solution and any other service provided by Ezus. The Referrer must have read and agreed to the Terms upon submitting the Form.

2. Referee eligibility

The Referee is a professional operating in the travel sector (travel agency, DMC, tour operator). At the time the Form is submitted, the Referee must never have been a customer of Ezus and must not already be engaged in a commercial relationship with, or in discussions with, Ezus with a view to subscribing to the Solution. The Referee must have no capital ties with the Referrer, nor be an entity controlled by or controlling the Referrer. The offer is open to Referees established in France and internationally, provided that the Reward can be delivered in the Referrer's country of residence.

3. Referral process

The Referrer submits the Form by providing the Referee's contact details. A Referral Code is then generated and linked to both the Referrer and the Referee. The Referrer warrants that it has obtained the Referee's express and prior consent before transmitting the Referee's contact details to Ezus, and that it has informed the Referee of the purpose of the processing.

4. Validity of the offer

The Reward is due to the Referrer subject to the cumulative conditions that the Referee (i) subscribes to a paid subscription to the Solution and (ii) has not terminated and remains a customer at the end of a period of thirty (30) days following the subscription date. The offer is validated, and the Reward granted, upon expiry of this thirty (30) day period, subject to compliance with all of the Terms.

5. Reward

For each validated referral, the Referrer receives an Amazon gift card with a face value of 250 euros, granted on an individual basis and sent by email after validation. Ezus reserves the right to replace this Reward with a benefit of equivalent value. It is the Referrer's responsibility to make, where applicable, any tax and accounting declarations incumbent upon it in respect of the Reward. If the Referrer's account is not up to date with payments under its subscription, the granting of the Reward is suspended until the situation is regularised. This program does not provide for a Reward for the Referee.

6. Limitations and prevention of abuse

A given Referee may be the subject of only one referral. In the event of multiple submissions relating to the same Referee, only the Referrer who first transmitted the contact details will be granted the Reward. A Referrer may refer a maximum of ten (10) Referees per calendar year. In the event of fraudulent or abusive use of the offer, or of any breach of the Terms, Ezus reserves the right not to pay the Reward to the Referrer.

7. Liability

Ezus and the Referrer are each solely responsible for the commitments they make towards third parties. Ezus shall not be held liable for any difficulty, incident or dispute arising between the Referrer and the Referee in connection with the referral. Ezus shall not be held liable for any spamming operations. The Referrer warrants that it has obtained the Referee's express consent before transmitting the Referee's contact details to Ezus.

8. Intellectual property

Ezus retains all intellectual property rights in its distinctive signs (logos, trademarks, domain names and any other sign belonging to it), as well as in the Solution and associated elements. The Referrer expressly authorises Ezus to use and reproduce its logo and name in connection with communications relating to the referral.

9. Personal data

In connection with the offer, Ezus processes personal data of the Referrer and of a natural-person representative of the Referee. The Referrer undertakes to have obtained the Referee's consent before any transfer of data relating to it. Each party acts as controller of its own processing and undertakes to carry it out in compliance with applicable regulations, in particular Regulation (EU) 2016/679 (GDPR). Ezus processes this data in accordance with its privacy policy available at ezus.io/privacy-policies. The Referrer and the Referee have the right to access, rectify, object to, erase, restrict and port their data, which they may exercise by sending a request to support@ezus.io. They also have the right to lodge a complaint with the CNIL (the French data protection authority).

10. Amendment of the Terms

Ezus may amend the Terms at any time. Any amendment is published on the page hosting the Terms, takes effect upon publication and applies automatically to Referrers whose participation is ongoing.

11. Duration

The Terms are valid for an indefinite period.

12. Termination and suspension

Ezus reserves the right to suspend or terminate the offer at any time and for any reason whatsoever, without this giving rise to any compensation for the Referrer or the Referee.

13. Governing law and disputes

The Terms are governed by French law. Any dispute relating to their validity, interpretation or performance shall be brought before the competent French courts having jurisdiction over the location of Ezus's registered office.

Working draft. To be reviewed by legal counsel before publication, in particular regarding tax, GDPR and international aspects.