

Terms and Conditions: Positive Group Referral Program

Status: April 2026

These terms and conditions govern the referral program ("Program") operated by **Positive Group France SAS** ("Program Operator"), a company incorporated under the laws of France with SIREN number 509568598 and its registered office at 3 avenue Antoine Pinay, Parc d'activité des 4 vents, 59510 Hem, France.

The Program Operator acts on behalf of and as agent for the various group entities that own and operate the Brands listed below ("Brand Owners"). Each Brand Owner retains full ownership of its respective intellectual property, trademarks, and commercial relationships. The Program Operator coordinates the Program centrally but does not itself hold the intellectual property rights associated with the Brands.

By participating, you (the "Referrer") enter into a partnership with the Program Operator, acting in its capacity as agent for the relevant Brand Owner(s), and agree to the following provisions.

1. Definitions

The following capitalized terms used in these Referral Program Terms and Conditions shall have the meanings described below:

- **Account:** The specific user profile created for the Referrer on a Positive Group brand platform, which must be active for at least 3 months (> 90 days) to participate in the program.
- **Referral Link:** The unique tracking URL provided to the Referrer to promote Positive Group brands. This link utilizes a 30-day tracking cookie to attribute registrations to the Referrer.
- **Brand Owner:** the Program Operator or the specific legal entity within Positive Group that owns, develops, and operates a given Brand, and on whose behalf the Program Operator acts for all Program-related matters pertaining to that Brand.
- **Program Operator:** Positive Group France SAS, which administers and coordinates the Program centrally on its own behalf and also as agent for the Brand Owners.
- **Brands:** The various software solutions owned and operated by the respective Brand Owners within Positive Group, specifically rapidmail, noCRM, Signitic, Surfer and User.
- **Reward:** The financial remuneration or credit due to the Referrer for each successful Referral, subject to a monthly cap of 1,000€, disbursed by the Program Operator on behalf of the relevant Brand Owner.

- **Intellectual Property Rights:** All rights including copyrights, trademarks, brand names, and logos belonging to the respective Brand Owners (e.g., "rapidmail", "noCRM"). These rights are held by the Brand Owners, not by the Program Operator.
- **New Customer:** A prospective customer who registers for a Brand through a Referral Link and who has **no prior or existing business relationship** with that specific Brand or its Brand Owner.
- **Positive Services:** The subscription-based SaaS products developed and maintained by the Brand Owners (e.g., professional E-Mail Marketing, CRM, or signature management).
- **Referrer:** The legal entity or entrepreneur who is an existing paying customer and refers new customers via the Program.
- **Successful Referral:** A conversion that occurs when a New Customer registers via a Referral Link and completes their first successful monthly payment (the 30-day milestone).
- **Tracking System:** The internal technical mechanism used by the Program Operator, on behalf of the Brand Owners, to record clicks and attribute New Customers to a Referrer. This system is the sole authority for determining reward eligibility.

2. Eligibility and Scope

- **Professional Participation Only:** This Program is exclusively available to entrepreneurs and legal entities.
- **Tax Documentation:** Participants must provide a valid Tax Identification Number (TIN/VAT ID). The Program Operator reserves the right, on behalf of the relevant Brand Owner, to request official proof of business activity at any time.
- **Existing Customer Requirement:** To participate, Referrers must be paying customers of a Positive Group brand with an Account created more than three months (> 90 days) prior to the referral.
- **Positive Employee referral exclusion:** Employees of any company belonging to Positive Group, including the Program Operator and the Brand Owners, as well as their immediate family members, are not eligible to be referrers.

3. Qualified Referrals

A reward claim as stated on the referral program page is only valid if the following cumulative criteria are met:

- **New Customer Status:** The referred party must be a genuine new customer with no prior business relationship with the referred Brand or its Brand Owner.
- **The Payout Trigger:** The Reward is triggered only after the new customer has successfully completed their second monthly payment.
- **Business Use:** The referred customer must use the software for their own business activities. Registrations created solely to trigger a Reward do not qualify.

- **Exclusions:** Self-referrals (using same name, same address or similar email addresses), multiple registrations within a connected corporate context, and the use of fake accounts (e.g., temporary email addresses) are strictly prohibited.

4. Tracking and Technical Attribution

- **Cookie Duration:** The tracking link provided to the Referrer has a validity of 30 days. If a new customer registers after this 30-day window, no attribution is possible.
- **Tracking Authority:** The Tracking System operated by the Program Operator on behalf of the Brand Owners is the sole factor determining the assignment of a referral.
- **Technical Failures:** There is no entitlement to a Reward if a referral cannot be recorded due to technical reasons, browser settings, cookie blockers, or other external circumstances.

5. Payout Structure and Limits

- **Monthly Credit Cap:** Referrers are limited to a maximum Reward credit of 1,000€ per month.
- **Payment Methods:**
 - **EU Countries:** Payments are processed via bank transfer or PayPal.
 - **International:** Payments are processed exclusively via PayPal.
- **Review Period:** The Program Operator may hold rewards for a review period of up to 60 days after the milestone is met, in coordination with the relevant Brand Owner, to ensure compliance.

6. Liability and Program Changes

- **Limitation of Liability:** Neither the Program Operator nor the Brand Owners shall be liable for technical errors, tracking failures, server malfunctions, or data loss, unless caused by intentional misconduct or gross negligence.
- **Right to Adjust:** The Program Operator, acting on behalf of the Brand Owners, is entitled to adjust the program, reward structures, minimum activities, or cookie durations with future effect. Changes will be communicated appropriately.

7. Termination and Exclusion

- **Standard Termination:** Either party may terminate participation in the Program with reasonable notice.
- **Termination for Good Cause:** Immediate exclusion and forfeiture of pending rewards may occur if:
 - Repeated non-commissionable registrations are generated.
 - These terms and conditions are violated.
 - The economic objective of the Program is undermined.
 - The Program Operator may exercise the right of exclusion on its own initiative or upon request of a Brand Owner.

8. MISCELLANEOUS

- The Program Operator and the Referrer expressly declare that they are and will remain independent business and professional partners. As such, neither Party is authorized to make any commitment in the name of and/or on behalf of the other Party.
- The Program Operator may freely transfer the Agreement and the rights and obligations arising therefrom to a third party. In case of transfer, the Referrer agrees that the Programme Operator will be released from any obligation arising from the execution of the Contract.
- The Agreement is subject to French law. In lack of an amicable agreement, any disputes relating to the validity, interpretation or execution of the Contract that may arise shall be subject to the exclusive jurisdiction of the competent courts within the jurisdiction of the Douai Court of Appeal, even in the event of an incidental claim, warranty claims or multiple defendants.