



NEXT PLATFORM · PARTNER LEGAL

Partner Terms

The terms that govern a Partner's use of NEXT, Wonderkind's AI-powered recruitment marketing platform, to resell the Services to its own Sub-Customers across the Attract, Qualify, and Deliver modules.

VERSION

1.1

LAST EDITED

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1. Definitions

- Agreement: the Order, these Terms, the DPA, and the SLA, together. Where they conflict, the Order prevails, then these Terms, then the DPA, then the SLA.
- Order: the proposal, order form, or in-product order, plan selection, and configuration the Customer accepts that sets out the plan, prices, Partner Pricing Schedule, and options chosen.
- Platform: NEXT, Wonderkind's online environment, dashboard, API, AI models, and underlying software, plus all updates.
- Services: running job-advertising and employer-branding campaigns through the Platform for a Customer's or Sub-Customer's systems.
- Modules: Attract (AI ad creation and distribution), Qualify (application flows, knock-out questions, lead capture), and Deliver (candidate delivery and agentic optimisation).
- Campaign: a job-advertising or employer-branding campaign run through the Platform for the Customer or a Sub-Customer.
- Content / Generated Content: material provided/approved by, or AI-produced on behalf of, the Customer or a Sub-Customer.
- Performance Budget / Target Cost / Target Number of Outcomes / Delivered Outcome: the campaign-level pricing and outcome mechanics defined in Article 9.
- Credits / Wallet / Payment Method / Auto Top-Up: the platform's prepaid balance and payment mechanics.
- Customer: the organisation entering into this Agreement, appointed by Wonderkind as a Partner to resell the Services.
- Sub-Customer: an organisation that receives the Services through the Customer's resale under Article 4, rather than contracting with Wonderkind directly.
- Partner Pricing Schedule: the wholesale pricing agreed between Wonderkind and the Customer for reselling the Services, set out in the Order.
- Authorized User: an employee or contractor the Customer permits to use the Platform under its account.
- Channels: third-party media platforms where Campaigns run (e.g. Meta, Google, LinkedIn, TikTok, job boards).
- Candidate Data / Personal Data: as defined in the GDPR; governed by the DPA at www.wonderkind.com/dpa.

2. Acceptance and electronic agreement

- 2.1** The Agreement is formed when the Customer first signs or accepts an Order, clicks to accept these Terms in the Platform, or accesses or uses the Platform.
- 2.2** Both a signed Order and an in-product click-through acceptance are valid and may apply concurrently; the signed Order governs on conflict.
- 2.3** The individual accepting the Agreement warrants they are authorised to bind the Customer.
- 2.4** In-product acceptances, authorisations, and confirmations are valid and legally binding; our records are admissible evidence.
- 2.5** The Agreement may be accepted and signed electronically and in counterparts, with the same legal effect as a handwritten signature.

3. Representations and warranties

- 3.1** Each party warrants it has authority to enter into the Agreement, is not in breach of other obligations, is not subject to proceedings materially affecting performance, and will comply with applicable law.

3.2 Except as expressly stated, neither party makes any other warranty, and each disclaims all implied warranties to the fullest extent permitted by law (Article 14.5).

4. Our Services and the Customer's rights

4.1 We grant the Customer a non-exclusive, non-transferable right to access and use the Platform to: (a) resell the Services to Sub-Customers, under the Customer's own name and brand; and/or (b) use the Services for its own internal recruitment and employer-branding purposes, as set out in the Order.

4.2 As reseller, the Customer may demonstrate, configure, and manage the Services for Sub-Customers; create and manage Sub-Customer accounts; run Campaigns on their behalf; and monitor performance and spend.

4.3 The Customer's appointment as reseller is non-exclusive and may be revoked by Wonderkind on reasonable written notice, or immediately for material breach. There is no exclusivity to any Sub-Customer, territory, or sector.

4.4 The Customer may not resell, sublicense, or make the Services available to any party that itself intends to resell them. A Sub-Customer may only use the Services for its own internal recruitment and employer-branding purposes.

4.5 The Customer prices the Services to its Sub-Customers at its own discretion; its own pricing and payment terms with Sub-Customers are its sole commercial and legal responsibility.

4.6 We may optimise Campaigns to improve performance without seeking prior approval, within the set budget and parameters.

4.7 We provide support as described in the SLA (Annex 1). Campaigns typically go live within 24 hours of launch.

5. Accounts and Authorized Users

5.1 Each Authorized User has their own login; logins must not be shared.

5.2 The Customer is responsible for everything done under its account and by its Authorized Users.

5.3 The Customer will promptly disable access for departing Authorized Users and notify us of suspected unauthorised access.

5.4 The Customer creates and manages Sub-Customer accounts as needed under Article 4, and is responsible for activity under them on the same basis as its own Authorized Users.

6. Acceptable use

The Customer will not:

6.1 use the Platform unlawfully or in any way not permitted by this Agreement;

6.2 copy, modify, translate, or create derivative works of the Platform;

6.3 reverse-engineer or attempt to extract the source code or AI models;

6.4 sublicense, rent, or share access to the Platform with any party other than a Sub-Customer onboarded in accordance with Article 4;

6.5 remove or alter any of our (or our licensors') proprietary notices, or represent itself as an agent, partner, or employee of Wonderkind — the Customer will keep Wonderkind's "Powered by Wonderkind" attribution (or an equivalent approved notice) visible to Sub-Customers unless Wonderkind agrees otherwise in writing, and may only use Wonderkind's tradename, wordmark, logo, or marketing materials with prior written approval;

6.6 develop, or assist a third party in developing, software or services that are similar to, or compete with, the Platform or the Services, whether or not based on Wonderkind's information or intellectual property rights — this includes independently developing competing or similar software or services; or

6.7 treat the restriction in Article 6.6 as ending with this Agreement — it survives termination or expiry for 3 (three) years.

7. The Customer's responsibilities

7.1 Provide accurate, lawful Content, and ensure any Sub-Customer Content does the same.

7.2 Ensure its own and its Sub-Customers' job ads and hiring practices are lawful and non-discriminatory.

7.3 Review Content and Generated Content before it goes live; remain responsible for everything published under its or a Sub-Customer's account.

7.4 Configure knock-out questions and criteria accurately; be responsible for the qualification bar set by itself or a Sub-Customer.

7.5 Use the Services in line with good industry practice and manage its own and its Sub-Customers' Campaigns responsibly.

7.6 Take reasonable API security measures and report incidents promptly.

7.7 Before giving a Sub-Customer access, bind it by contract to obligations at least as protective as Articles 6, 7, and 12; remain responsible for its compliance as if it were the Customer itself, and indemnify Wonderkind on the same basis as Article 16.2 for any breach.

7.8 Promptly suspend a Sub-Customer's access if Wonderkind reasonably believes it is in breach of Article 7.7 or applicable law.

8. Channels and third parties

8.1 We run Campaigns as principal, procuring and placing media on Channels in our own name and at our own risk.

8.2 Channels set their own non-negotiable terms; the Customer ensures required brand authorisations or ad-account access are provided, by itself or its Sub-Customer.

8.3 We are not responsible for a Channel's acts, omissions, downtime, or third-party content on it.

9. Pricing: what you pay for

The Customer pays for two things only: its Performance Budget and its Credits.

9.1 Performance Budget

9.1.1 A Target Cost and total Performance Budget are set per Campaign, defining the Target Number of Outcomes.

9.1.2 We deploy and optimise the Budget across Channels toward that goal.

9.1.3 We act as principal; the Budget is the price for running the Campaign, not a media cost pass-through.

9.1.4 The Budget draws down at the Target Cost per Delivered Outcome; we never overspend it.

9.1.5 A Campaign ends when the Budget is drawn, the outcome target is met, or it is stopped.

9.1.6 Campaigns can be paused or stopped anytime; committed spend before full effect remains billable.

9.1.7 Targets guide optimisation; they are not guaranteed.

9.1.8 Undrawn Budget stays in the Wallet, is redeployable, and expires 30 days after termination.

9.1.9 CPC/CPL/CPQA outcomes are defined by Channel click, lead-form submission, or full qualification and ATS delivery.

9.1.10 Outcome disputes must be raised within 10 business days; we respond within 5.

9.2 Credits

9.2.1 Credits are consumed by chargeable features, shown before activation.

9.2.2 Bundled Credits refresh monthly and do not carry over.

9.2.3 Top-Up Credits expire at month-end.

9.2.4 All Credits are non-refundable.

9.3 Self-serve purchases and Auto Top-Up

9.3.1 Budget and Credits are purchased self-serve in the dashboard.

9.3.2 Auto Top-Up authorises recharges once a threshold is reached, until disabled.

9.3.3 Charges are notified; disabling stops future charges only.

9.4 Partner pricing

9.4.1 Fees for Sub-Customer usage are charged under the Partner Pricing Schedule in the Order, independent of what the Customer charges its Sub-Customers.

9.4.2 Sub-Customers have no direct payment obligation to Wonderkind.

10. Invoicing, payment, and stored Payment Method

10.1 Plan fees are billed in advance; Budget and Top-Up Credits at time of purchase.

10.2 Registering a Payment Method authorises charges for fees, Budget, Credits, and Auto Top-Up.

10.3 Prices exclude VAT and other applicable taxes.

10.4 Plan-fee invoices are due within 14 days.

10.5 Disputes must be raised in writing within 10 business days; disputed amounts remain payable pending resolution.

10.6 Late payment accrues statutory interest and collection costs; we may suspend the Platform.

10.7 The Customer is solely responsible for all fees owed for its Sub-Customers, regardless of whether it has been paid by them.

11. Content, data, and ownership

11.1 The Customer and its Sub-Customers own their Content and data.

11.2 The Customer grants us a licence to use, host, and process Content and data to provide and improve the Services, and to create anonymised, aggregated insights we own.

11.3 Generated Content: the Customer receives a licence to use it, and may pass it to a Sub-Customer for its own recruitment purposes only; neither may resell it as a standalone product.

11.4 Feedback may be used by us to improve the Services without obligation.

12. Data protection (GDPR)

- 12.1** Processing of Personal Data is governed by the DPA, accepted alongside these Terms.
 - 12.2** The Customer warrants it has the rights and consents needed for the data it and its Sub-Customers submit.
 - 12.3** The Qualify Module can present privacy notices; the Customer and each Sub-Customer are responsible for their own notices' content and lawful basis.
 - 12.4** Where the Customer acts as controller or processor for a Sub-Customer's data, it will put its own DPA in place naming Wonderkind as sub-processor, and assist with GDPR compliance across the chain.
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13. Intellectual property

- 13.1** Wonderkind owns all IP in the Platform, software, AI models, and templates.
 - 13.2** Nothing transfers those rights to the Customer, which retains its own Content, data, and Generated Content rights under Article 11.3.
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14. No guarantees; service availability; disclaimer

- 14.1** We use commercially reasonable efforts to keep the Platform available, with notice of scheduled maintenance where practicable.
 - 14.2** We do not guarantee any specific volume of impressions, clicks, leads, or hires.
 - 14.3** Target Cost is a goal, not a contractual promise.
 - 14.4** We are not the employer and make no hiring decisions; that responsibility is entirely the Customer's and its Sub-Customers'.
 - 14.5** The Services are provided “as is” to the fullest extent permitted by law.
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15. Liability

- 15.1** Our liability is capped at the lesser of fees paid in the preceding 12 months or €30,000.
 - 15.2** We exclude indirect, consequential, and reputational loss.
 - 15.3** Nothing limits liability that cannot be limited by law.
 - 15.4** Both parties accept these caps as a fair allocation of risk.
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16. Indemnification

- 16.1** We defend the Customer against third-party IP-infringement claims concerning the Platform, subject to Article 15.1's cap.
 - 16.2** The Customer defends us against claims from its Content, Candidate Data, hiring practices, or breach.
 - 16.3** The Customer also defends us against claims from a Sub-Customer's Content, data, hiring practices, or breach of Article 7.7, as if the Sub-Customer were the Customer.
 - 16.4** The indemnified party gives prompt notice, cooperation, and control of defence to the indemnifying party.
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17. Confidentiality

- 17.1** Each party keeps the other's confidential information private, used only to perform this Agreement.

- 17.2** Exclusions apply for public, previously known, independently developed, or lawfully received information.
 - 17.3** Legally required disclosure is permitted with advance notice where possible.
 - 17.4** Confidential information is returned or deleted on termination, subject to legal retention.
 - 17.5** This Article survives termination for 3 years.
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18. Term and termination

- 18.1** The Agreement runs 12 months, renewing automatically unless 1 month's notice is given.
 - 18.2** Either party may terminate for uncured material breach (30 days) or insolvency.
 - 18.3** We may suspend the Services immediately for reasonably suspected breach.
 - 18.4** On termination, new Sub-Customer onboarding stops immediately; Wallet balance stays usable for 30 days then expires; data may be deleted after 90 days.
 - 18.5** Sub-Customer transition: for 60 days, Wonderkind and the Customer cooperate in good faith so each Sub-Customer can migrate to a direct Order or wind down its Campaigns; conversion to a direct customer is at Wonderkind's discretion.
 - 18.6** Articles 1, 6.6–6.7, 10, 11, 13, 15, 16, 17, and 20.8 survive termination.
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19. Changes to these Terms

- 19.1** We may update these Terms with at least 30 days' notice of material changes.
 - 19.2** Continued use after a change takes effect is acceptance.
 - 19.3** Unaccepted material changes allow termination before they take effect, with a pro-rata refund.
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20. General

- 20.1** Assignment: the Customer may not assign without our consent, except on a merger or asset sale; we may assign or subcontract with notice.
 - 20.2** Publicity: we may identify the Customer as a partner in marketing; it may opt out anytime.
 - 20.3** Force majeure: neither party is liable for delay from circumstances beyond its control; a 30-day outage allows cancellation with pro-rata refund.
 - 20.4** Notices: in writing to the contacts in the Order.
 - 20.5** Entire agreement: this Agreement supersedes prior discussions and agreements.
 - 20.6** Waiver: failure to exercise a right is not a waiver.
 - 20.7** Severability: unenforceable terms are modified minimally; the rest survives.
 - 20.8** Governing law: Netherlands law; Amsterdam courts have exclusive jurisdiction.
 - 20.9** Electronic execution: valid electronically and in counterparts.
 - 20.10** Anti-corruption and sanctions: each party complies with applicable anti-bribery and trade-sanctions laws.
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Annex 1: Service Level Agreement

- A dedicated Customer Success Manager is assigned at onboarding, with Quarterly Business Reviews covering the Customer's own and Sub-Customer Campaign performance.
- Support: non-technical via the CSM, technical via support@wonderkind.com, working days 09:00–17:00 CET, 1 business day response.
- Escalation: contractual matters to Frank Nijmeijer at frank.nijmeijer@wonderkind.com; platform status via the status channel.
- Wonderkind may update this Annex with reasonable notice.