

Note: This English text is provided for convenience. The Dutch version is authoritative where translations differ.

Partner Terms

These Partner Terms belong to the Partner Agreement you sign with TimeChimp. Together they form our arrangements for referring End customers. Capitalised terms are defined in Article 1, or otherwise in [Article 1](#) of the general terms and conditions.

Article 1. Additional definitions

- 1.1 **End customer:** a **Customer** whose environment you manage through the **Partner Portal**.
- 1.2 **Partner:** a registered company that signs the **Partner Agreement** with us.
- 1.3 **Partner Agreement:** the contract between us and you that declares these Partner Terms applicable, and that sets out what we agree per **Partner**.
- 1.4 **Partner Portal:** the environment where you register and manage **End customers**.
- 1.5 **Fee:** the fee we pay you under the **Partner Agreement** for an **End customer** you referred.

Article 2. Relationship to the general terms and conditions

- 2.1 These Partner Terms stand on their own. They do not make you a **Customer** and do not give you a **Subscription**.
- 2.2 Capitalised terms not defined in Article 1 have the same meaning as in [Article 1](#) of the general terms and conditions, in the latest version published at terms.timechimp.com/en/general-terms-and-conditions.
- 2.3 The following articles of our general terms and conditions apply directly to these Partner Terms: [2.2](#), [2.6](#), [12](#), [13](#), [14.2](#), [14.4](#), [14.5](#), [16](#), [17](#) (except 17.3, see Article 8), [18](#), [19](#), [20](#), [21.2](#), [21.3](#), [21.5](#) and [21.6](#). Read "**Customer**" in these articles as "**Partner**", and "**Agreement**" as "these Partner Terms and the Partner Agreement". The other articles of the general terms and conditions do not apply, unless you also take out a **Subscription** separately from a Partner Agreement.
- 2.4 If you and we agree something different, this order applies: first the **Partner Agreement**, then these Partner Terms, then the articles listed in 2.3.
- 2.5 Do you have your own **Subscription**? Then the [general terms and conditions](#) apply to that.

Article 3. What the partnership involves

3.1 You may recommend the **Software** to your customers and refer them to us, for as long as these Partner Terms apply. This right is non-exclusive: we also sell directly and work with other partners, and you may also recommend other software.

3.2 You get access to the **Partner Portal**.

- a. Through the **Partner Portal** you have full access to the environment of your **End customers**. You are liable for everything you do there. We are not. If a **Customer** or anyone else holds us liable for that? Then you reimburse our damage and costs (Article 8.2).
- b. You make sure you have agreed with your **End customer** that you have this access and what you may do with it, and that you comply with the **GDPR** when using their data. If we ask for that agreement, you send it to us within 10 working days.

3.3 You are not a commercial agent, reseller, or representative of ours. You do not enter into **Subscriptions**, negotiate on our behalf, or make commitments about prices, features, or delivery times.

3.4 For your accounts in the **Partner Portal** and in the environments you manage: you do not share accounts, and you remove an employee's access within 5 working days after they leave. If you notice misuse or a security issue, report it immediately to security@timechimp.com.

Article 4. Brand, material, and ownership

4.1 For as long as these Partner Terms apply, you may:

- a. use our **Documentation** and materials to promote the **Software**;
- b. use our brands and logos for that purpose, following the guidelines at brand.timechimp.com. We may withdraw that right at any time, and any goodwill created by that use belongs to us.

4.2 You may only do the following with our prior written consent:

- a. engage your own partners or agents to refer or resell the **Software**;
- b. state, warrant, or promise anything on our behalf beyond what we have approved in writing;
- c. bid on our brand names in advertising, or use domain names, social media accounts, or pages that resemble our brand or appear to be ours.

4.3 If you give us ideas, suggestions, or feedback about the **Software**, we may use them freely, without time limit and without payment.

4.4 You may say that you are our **Partner** and mention us on your website and channels.

- a. You align any press release or other public announcement about our partnership with us in advance, and we do the same.

Article 5. What we expect from you

5.1 You do not say anything about the **Software** or about us that is untrue, misleading, or exaggerated, or anything that damages our reputation.

5.2 You comply with the law: privacy legislation (the **GDPR**), rules on unsolicited advertising, sanctions and export rules, and anti-bribery and corruption rules. You do not use purchased address lists or unsolicited email or phone calls to find **End customers**. You declare that you, your directors, and your owners are not on a sanctions list. If that changes, you tell us immediately.

- b. 5.3 If an **End customer** comes to you with a complaint or issue about the **Software**, refer them to support@timechimp.com, or forward it yourself.
- c. 5.4 Does an **End customer** stop being your customer? Tell us within 10 working days, so we can unlink them from your **Partner Portal**. The **Customer** can also revoke that access themselves by contacting support@timechimp.com.
- d. 5.5 You do not use our **Confidential information** to compete with us. For as long as these Partner Terms apply, you do not actively steer **End customers** you referred toward competing software.
- e. 5.6 We may ask you to demonstrate that you comply with these arrangements, for example the agreement with a **Customer** (Article 3.2(b)). We do this no more than once a year, unless we have a concrete indication that something is wrong.
- f. 5.7 You hold professional liability insurance suited to your work and to the access you have. We may ask you to prove this.

Article 6. What you can expect from us

6.1 We invoice the **End customer**, provide them **Support**, and handle the implementation. What we promise about availability and support is set out in the [Service Level Agreement](#).

6.2 We decide ourselves whether to accept an **End customer**, at what price and on what terms, and whether and when we end a **Subscription**. We also do not promise you any features or delivery times. This gives you no right to a **Fee** and no right to damages, even if the **Software** is unavailable for a time.

Article 7. Privacy

- 7.1 If you refer an **End customer** to us, we and you are each separately responsible for our own processing of **Personal data**, as meant by the **GDPR**.
- 7.2 If you give us **Personal data** of a lead, make sure you are allowed to, and that you have told that person you are passing their data to us.
- 7.3 We use that data to contact them about TimeChimp, and otherwise as set out in our [privacy statement](#).
- 7.4 For the data in an **End customer's** environment: that **Customer** decides what happens with it. We process that data for that **Customer**, not for you. You work there based on your own agreement with that **Customer** (Article 3.2(b)). If you act as that **Customer's** processor in that work, you enter into your own data processing agreement with them. You are not a subprocessor of ours.
- 7.5 We and you use a lead's data only to refer and follow up on that lead, and do not keep it longer than necessary for that. This article is our agreement on sharing that data.

Article 8. Liability

- 8.1 [Article 17](#) of the general terms and conditions applies to liability, except 17.3. Instead of 17.3, the following applies: our combined liability under these Partner Terms is never higher than € 2,500, or what we paid you in **Fees** in the twelve months before the damage occurred, if that is more.
- 8.2 Does someone else hold us liable because you failed to comply with these Partner Terms or the **Partner Agreement**? Then you pay our damage and costs ([Article 17.8](#) of the general terms and conditions). This applies in any case in these situations:
- a. you shared **Personal data** with us when you were not allowed to (Article 7.2);
 - b. it concerns your marketing or your use of our brands (Article 4.1(b) and 4.2(c));
 - c. it concerns what you did in an **End customer's** environment (Article 3.2(a)).
- 8.3 For such a claim, we notify you quickly and you cooperate where needed. We keep control of the defence ourselves, and we admit nothing and do not settle without your consent.

Article 9. Term and termination

- 9.1 The partnership runs for an indefinite period. You and we may terminate it with one **Calendar month's** notice, and we do not need to give a reason. You give notice by email to support@timechimp.com; we give notice by email to the address in the **Partner Agreement**.
- 9.2 We stop immediately if you mislead **End customers**, or if you fail to comply with an important obligation under these Partner Terms and do not fix it within 14 days of our

Notice. If you cannot fix it, we stop immediately. If we are investigating such a situation, we may temporarily block your access to the **Partner Portal** while that investigation runs.

9.3 If the management or the owner of your organisation changes, tell us within 14 days.

9.4 When the partnership ends:

- a. every **End customer** remains a customer of ours and their **Subscription** continues as normal;
- b. we close your **Partner Portal**;
- c. your rights end (Article 4). You stop using our brands and materials, remove the partnership from your website and channels, and return or delete materials;
- d. these articles of these Partner Terms remain in force: 2, 3.2(a), 3.2(b), 4.3, 7, 8, and 10. The confidentiality obligation in [Article 18](#) of the general terms and conditions also remains in force;
- e. within 30 days you return or delete the data of **Customers** you stored outside the **Software**, and you confirm to us on request that you have done so.

Article 10. Other

10.1 We may change these Partner Terms. We will let you know by email and the change takes effect one **Calendar month** later. Do you disagree? Then you may end the **Partner Agreement** without observing the notice period (Article 9.1). If you do not terminate, the new terms apply. The current version and effective date are always published on [our terms page](#).

10.2 Additional or differing arrangements to these Partner Terms only apply if they are set out in the **Partner Agreement** and signed by both parties (**Partner** and TimeChimp).