

Brand24 Partner Program Agreement (in cooperation with the marketplace platform PartnerStack)

PLEASE READ THE ENTIRE AGREEMENT.

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

This Partner Program Agreement (the “Agreement”) sets out the legally binding terms and conditions of the agreement between you (“Partner” or “you” or “your”) and Brand24 Global Inc. (“Brand24” or “we” or “us” or “our”) regarding your participation in the Brand24 Partner Program (the “Program”).

By checking the box in the registration process, you agree to be bound by the terms and conditions of this Agreement.

We use PartnerStack to keep track of your Partner Account, Referrals and Lead Submissions under the Program. Your access and use of your PartnerStack account shall be governed by their terms and privacy notice. For further information please check <https://www.partnerstack.com/privacy-policy>.

If you have any questions, please don't hesitate to let us know. We are strong believers in straightforward and honest communication. For quickest results please email us at help@brand24.com

I. Definitions

Unless defined elsewhere in the Agreement, capitalized terms set out in the Agreement are defined as follows:

“**Commission**” means the payments Brand24 makes to the Partner under this Agreement, calculated and paid in accordance with the terms set out herein.

“**Lead(s)**” means a prospective Brand24 customer identified by the Partner (e.g., by name and/or business name) and provided with contact details who, at the time of submission, has not previously had any Brand24 account, including any trial, free, or test account.

“**Lead Submission**” means Partner’s delivery of a Lead to Brand24 through the agreed submission method (e.g., partner panel, form, email, CRM integration), including at minimum the information required by Brand24 (such as Lead name, company name, email address, and any other required details), for the purpose of sales follow-up and potential purchase of Brand24 Services.

“**Net Proceeds**” means the gross proceeds actually received by Brand24 from a Referral’s paid subscription payments that qualify for Commission under this Agreement, less costs and expenses attributable to taxes, fraud, bad debts, chargebacks, reversals, refunds, and duties.

“**Partner**” means an individual or entity that has signed up for the Partner Program, agreed to the terms of this Agreement and participates in the Program.

“**Partner Account**” means a Brand24 Partner Program account on PartnerStack.

“**Partner Panel**” means a dedicated page for the Partner available at www.app.partnerstack.com/login that allows the Partner to manage their Account, access Resources and monitor their performance under the Program.

“**Referral(s)**” means a customer who signs up for a Brand24 account using a Partner’s Referral Link, purchases Brand24 Services, and did not previously have any Brand24 account, including any trial, free, or test account.

“**Referral Link**” means a unique tracking link assigned to the Partner that allows Brand24 to identify the Partner and attribute sales generated through the link.

“Resources” means any marketing and/or promotional materials provided by Brand24, including but not limited to copyrighted content, banners, images and the Brand24 trademark.

“Services” - means the services supplied by Brand24 on www.brand24.com

II. Enrollment in the Brand24 Partner Program

1. To participate in the Program, you must:
 - a) create a Partner Account and sign up to Brand24’s Partner Program.
 - b) be at least 18 years old.
2. Upon completing the registration process for the Program, Brand24 will make available to Partner the following:
 - a) a Referral Link and a possibility to create custom Referral Links.
 - b) the ability to submit Leads (Lead Submission)
 - c) access to the Partner Panel where the Partner can manage the Partner’s Partner Account; and
 - d) Resources.
3. You agree to always maintain the confidentiality of your login credentials to your Partner Account.
4. You may use display advertising provided that such ads do not link directly to, redirect to, or send traffic to Brand24’s website (including brand24.com). Display ads must direct users to the Partner’s own properties (e.g., the Partner’s landing pages, educational content, or comparison content) and must otherwise comply with this Agreement.
5. You can also promote your own content related to Brand24 via search engines, like websites or blog entries. However, you are not allowed to use the keyword "Brand24" or any other variations, misspellings, or combinations of the Brand24 trademark, including “Brand24 review”, “Brand24 pricing”, or similar terms. For the avoidance of doubt, this restriction applies to the use of such terms as paid search keywords (keyword bidding) in paid advertising.

III. Commission

1. Brand24 will pay you a Commission that depends on the Partnership tier. For monthly subscription plans, the Partner is entitled to a recurring Commission for each subscription payment made by a Referral for up to **twelve (12) months** from the date of the Referral’s first paid subscription purchase, provided the Referral maintains an active paid account during that period. For annual subscription plans, the Partner is entitled to a **one-time Commission** on the Referral’s initial annual subscription payment only. Any renewal of an annual subscription (including subsequent annual terms) shall not generate Commission.
2. The Brand24 Partner Program consists of three partnership tiers: Bronze, Silver, and Gold, which are determined based on the number of Referrals

- Bronze Partner: 0–4 Referrals– entitled to a 20% commission
- Silver Partner: 5–7 Referrals – entitled to a 25% commission
- Gold Partner: 8 or more Referrals– entitled to a 30% commission

Each tier grants access to additional non-monetary benefits designed to support the Partner’s growth, which may include:

Benefit

Bronze

Silver

Gold

<i>Partner Directory Listing</i>	—	—	+
<i>Dedicated Partner Manager</i>	+	+	+
<i>Partner Badge</i>	—	+	+
<i>Partner Newsletter</i>	+	+	+
<i>Partner Marketing Content</i>	+	+	+
<i>Program Onboarding</i>	+	+	+
<i>Publication on Brand24 Blog</i>	—	—	+
<i>Product Training</i>	+	+	+
<i>Extended Trial</i>	<i>On demand</i>	<i>On demand</i>	<i>On demand</i>
<i>Being Featured in Brand24 Marketing Campaigns</i>	—	—	+

Partner tiers are reviewed and updated periodically based on the Partner's current performance, and Brand24 will notify Partners by email when a new tier level is achieved.

The full description of the tiers, benefits, and qualification criteria is provided in the [Brand24 Partner Program – Tiers & Benefits Guide](#), which forms an integral part of this Agreement.

3. Brand24 may establish an individual Commission with you, with mutual consent. If the Commission for a particular calendar month does not exceed 25 USD, we will be entitled to withhold and carry forward such amount to the end of the next calendar month in which the Commission (including any sums carried forward in this way) exceeds 25 USD.
- IV. You shall be entitled to Commission only for subscription payments that are properly tracked and attributed to you in PartnerStack and for which Brand24 receives full payment.

- a) A Referral acquired via the Partner’s Referral Link qualifies for Commission if the Referral follows the Partner’s Referral Link to create a Brand24 account and purchases a paid Brand24 subscription plan that qualifies for Commission under this Agreement. Referrals are tracked using cookies and/or PartnerStack attribution mechanisms. Cookies expire ninety (90) days after the Referral’s last click on the Referral Link. The Program operates on a “last click wins” basis for Referrals. If attribution cannot be tracked (for example, due to cookie-blocking software), Brand24 will only be responsible for paying Commission on sales that can be traced back to the Partner in PartnerStack.
 - b) A Referral acquired via a Lead Submission qualifies for Commission only if: (i) the Lead was submitted via a Lead Submission and attributed to the Partner in PartnerStack (Lead Tab); (ii) the Referral did not previously have any Brand24 account, including any trial, free, or test account; (iii) the Referral signs up for a Brand24 account using details consistent with the information provided in the Lead Submission; and (iv) the Referral purchases a paid Brand24 subscription plan that qualifies for Commission under this Agreement and Brand24 receives full payment. Lead Submissions are tracked and attributed in PartnerStack (Lead Tab) and are not subject to the “last click wins” model or cookie-based attribution rules applicable to Referrals..Is
2. Brand24 reserves the right, in its sole discretion, to accept or reject any Lead Submission and to determine whether a Referral qualifies for Commission (including where the Lead is incomplete, inaccurate, duplicated, already known to Brand24, or otherwise does not meet the Program requirements).
 3. Brand24 reserves the right to disqualify the Commission earned through fraudulent or voided transactions. The Commission may be a subject for adjustments for the credit card chargebacks, reversals and refunds and will result in the corresponding Commission amount deducted from the Partner’s account balance. If the Commission on the sale has already been paid to the Partner, Brand24 reserves the right to deduct the corresponding Commission amount from the current partners’ balance or the future Commission or to invoice the Partner for the payment of the remaining debt and the Partner is obligated to pay it within the payment date provided in the invoice. Brand24 may elect to withhold payment for a reasonable time to ensure against cancellations or refunds.
 4. Brand24 reserves the right to suspend, terminate, and/or cancel Referrals’ accounts referred by the Partner if the Referral breaches any agreement the Referral has with Brand24.
 5. The Partner shall not be entitled to any Commission in respect of any purchases other than the Referral’s qualifying subscription payments described above. For the avoidance of doubt, no Commission shall be payable on any add-ons, upgrades, extensions, or additional purchases, including without limitation: additional keywords, mention limits, Context Search credits, API access, additional features or functionality (including AI Insights and AI Topics as extensions of lower plans), plan upgrades, or any renewal of annual subscription plans.

V. Prohibited Actions

1. This Agreement will be terminated without notice if, in Brand24’s sole discretion, we determine that you have breached any or all the explicitly prohibited actions below:

Prohibited Promotional Practices	Covers any promotional activity that is prohibited under this Agreement or applicable law, including any breach of the Partner’s responsibilities under this Agreement, any substantially similar
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	conduct, or any attempt to circumvent these restrictions, whether performed directly or indirectly (including through third parties).
Self-Referral and Conflict of Interest	Prohibits self-referrals and any referrals made for the Partner’s own benefit, including referrals of the Partner, the Partner’s own company, employees, contractors, affiliates, or any related entities, as well as any other conflict-of-interest activity intended to generate Commission improperly.
Paid Advertising and Brand Keyword Restrictions	<p>The Partner may run paid advertising campaigns (including display advertising) provided that such campaigns do not link directly to, redirect to, or otherwise send traffic to Brand24’s website (including brand24.com) and do not use the Referral Link as the ad destination URL. Any paid ads must direct users exclusively to the Partner’s own properties (e.g., the Partner’s landing pages, educational content, or comparison content) and must otherwise comply with this Agreement. The Partner shall not bid on, purchase, or use keywords in any paid advertising (including search engine marketing), whether directly or indirectly, that are intended to promote Brand24 or capture traffic related to Brand24, including:</p> <ol style="list-style-type: none"> 1. Brand-related keywords, including “Brand24”, “Brand 24”, “brand24.com”, and any misspellings, variations, or combinations thereof; and 2. Generic, category-based, or industry-related keywords, including but not limited to keywords related to social listening, media monitoring, brand monitoring, online monitoring, reputation monitoring, competitor monitoring, or any similar terms associated with Brand24’s products or services; and 3. Any bidding strategy, match type, use of negative keywords, redirection, cloaking, or other method intended to circumvent the restrictions above or to capture, redirect, or divert traffic related to Brand24.
Unauthorized Use of Discount Codes and Coupon Websites	Prohibits publishing, distributing, or promoting unauthorized discounts, promo codes, or “special offers,” including promotion via coupon, deal, cashback, rewards, or loyalty websites (or similar channels), unless explicitly authorized by Brand24 in writing.
Fraudulent, Misleading, or Deceptive Activities	Prohibits fraud, misrepresentation, or deceptive conduct, including false or misleading claims about Brand24, its Services, pricing, features, partnerships, or results, and any activity intended to mislead users or Brand24.
Manipulation of Tracking, Cookies, or Attribution	Prohibits any attempt to manipulate tracking or attribution, including cookie stuffing, forced clicks, hidden iframes, misleading redirects, click injection, or any other method designed to improperly claim Referrals/Leads or Commission.

Spam, Automated Traffic, and Unlawful Lead Generation	Prohibits spam, unsolicited mass outreach, bots, scripts, automated messages, automated form submissions, or any artificial traffic generation, as well as the use of malware, spyware, adware, or any other malicious or aggressive advertising or marketing methods, and any lead generation method that is unlawful or violates platform rules.
Lead Submission Without Proper Authorization	Prohibits submitting Leads without a lawful basis and required consents, including submitting scraped, purchased, or harvested contacts, or providing inaccurate, incomplete, or falsified Lead information.
Misuse of Brand24 Trademarks and Brand Identity	Prohibits impersonation of Brand24 or creating confusion as to affiliation, including unauthorized use of Brand24 trademarks, logos, domains, social profiles, branding, or “lookalike” pages, and any use that suggests official endorsement or ownership.
Negative, Harmful, or Disparaging Marketing	Prohibits associating Brand24’s name, trademarks, or Resources with any content that is unlawful or otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, or discriminatory, that promotes violence or pornography, or that is otherwise objectionable in Brand24’s sole discretion (including discrimination based on age, disability, nationality, race, religion, sex, or sexual orientation).
Violation of Privacy, Data Protection, or Applicable Laws	Prohibits any activity that violates privacy, data protection, marketing, or consumer laws and regulations (including GDPR/ePrivacy where applicable), including improper use of cookies/trackers, unlawful processing of personal data, or failure to provide required notices/consents.
Circumvention of Program Rules or Platform Safeguards	Prohibits any attempt to bypass, disable, or evade PartnerStack tracking, Program rules, verification checks, Partner Panel controls, or any safeguards used to prevent abuse or ensure accurate attribution.
Unauthorized Representation or Agency Claims	Prohibits claiming or implying that the Partner is an agent, employee, representative, reseller (if not authorized), or “official partner” of Brand24, or that the Partner may bind Brand24 or make commitments on Brand24’s behalf.
Improper Use of Partner Materials and Resources	Prohibits using outdated, modified, misleading, or unapproved marketing materials, as well as any unauthorized modification, translation, or redistribution of Brand24 Resources, unless explicitly permitted by Brand24.
Activities Harmful to Brand24’s Reputation or Business Interests	Prohibits any activity that Brand24 reasonably determines harms (or may harm) Brand24’s reputation, goodwill, operations, customers, or commercial interests, including conduct that creates legal, financial, or reputational risk to Brand24.

2. Brand24 reserves the right to:
 - a) review the placement and approve the use of the Referral Links and require a change of

the placement or use to comply with the guidelines provided to the Partner. The Partner is obliged to make changes to their website/social media posts and other marketing materials used to promote Brand24, if suggested.

- b) monitor Partner's marketing channels at any time to determine whether the Partner is following the terms and conditions of this Agreement.
- c) terminate the Partner's participation in the Program and forfeit of any outstanding Partner's Commission payments earned because of the violation of this Agreement.

VI. Payouts

1. Any Commission to which you are entitled will be calculated and paid monthly. We may pay any Commission due by PayPal, Stripe, bank transfer, or such other method provided by PartnerStack. You acknowledge and agree that Brand24 and PartnerStack will require certain information (such as, for example, your bank account number or PayPal ID) to process your Commission payment.
2. For the avoidance of confusion, you will not be entitled to a Commission for any purchase that you make yourself.

VII. Brand24's responsibilities

Upon registration we will make available:

- a) Referral Link
- b) Partner Panel, where you will be able to review statements showing the number of customers introduced via Referral Link, trials and subscriptions for Services, as well as payment information associated with the Partner's account.
- c) Lead Submission
- d) Resources.

VIII. Intellectual Property

1. Brand24 retains all right, title, ownership, and interest in Resources, including all copyright, trademark, or other intellectual property rights therein. Nothing in this Agreement will be construed to grant you any right, title or ownership in Content, or in the underlying intellectual property, other than the right to use Resources in accordance with the License, as set forth below.
2. Brand24 hereby grants the Partner a non-exclusive, non-transferable, revocable and a royalty-free license (the "License") to use Brand24's Resources solely for the purpose described in this Agreement. The Partner agrees that all uses of the Resources will be on behalf of Brand24 and the goodwill associated therewith will inure to the sole benefit of Brand24. The term of the License will expire upon the expiration or termination of this Agreement.
3. You may not attempt to register any trademarks, service marks, logos, brand names, trade names, domain names, email addresses and/or slogans similar or confusingly similar to the ones to which Brand24 is entitled, especially with the use of the words Brand24 and Brand24 Global Inc.

IX. Termination

Unless otherwise specified in the Agreement, either party may terminate this Agreement for any

reason at any time, effective immediately upon notice to the other party. Brand24 reserves the right to terminate this Agreement immediately and without notice if Partner breaches the terms of this Agreement. Partner is not entitled to the outstanding Commission if Partner's account is terminated due to a violation of the terms and conditions of this Agreement by the Partner. Upon termination, the License granted to you pursuant to the Program will cease and you will immediately remove all codes and links and cease all use of the Resources, our trademarks or any other trade or service marks, trade names or any other items received through or used in connection with such Program.

X. Indemnification

The Partner hereby agree to indemnify and hold Brand24 and its subsidiaries, employees, affiliates, officers, agents, partners and licensors harmless from and against any and all third party demands, claims, liability, loss, and expense including damage awards, settlement amounts, and reasonable legal fees brought against Brand24 or any of the above mentioned person(s), arising out of, related to or which may arise from breach or alleged breach of this Agreement, license or violation of any third-party rights including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right, violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or any misrepresentation made by the Partner.

XI. Limitation of Liability

In no event shall Brand24 be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to any Promotion or this Agreement. Nothing contained in this Agreement or in any written or oral communications from Brand24 or its employees or agents shall be construed to make any promise, covenant, warranty, or guaranty, all of which are explicitly disclaimed hereby, contrary to the statements and disclaimers contained in this paragraph.

TO THE GREATEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL BRAND24 HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PROMOTION, EVEN IF BRAND24 HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH SUCH LIABILITY IS BASED.

In the event that any of the foregoing limitations are deemed to be unenforceable, to the greatest extent permitted by law, you agree that the entire aggregate liability of Brand24 and sole remedy available to you in any case in any way arising out of or relating to this Agreement or the Service shall be limited to monetary damages that in the aggregate may not exceed \$500.00

XII. Limitation of Liability

In no event will Brand24, its affiliates or any of their respective directors, officers, employees, agents,

or content or service providers be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from or in any way related to the use of, or the inability to use, or the performance of the website or the content and materials or functionality on or accessed through the website, including, without limitation, loss of revenue, or anticipated profits, or lost business, data or sales or any other type of damage, tangible or intangible in nature, even if Brand24 or its representative or such individual has been advised of the possibility of such damages. Brand24 is not liable for any kind of loss or damage that may result to the Partner (including, but not limited to, direct, indirect, special, incidental, consequential, exemplary or punitive damages, or any loss of profits or income, or any loss arising out of interruption of the service, termination of this Agreement, and whether in contract or tort (including, but not limited to, negligence) in connection with this Agreement or the Program. In no event will Brand24's liability to you or any third party arising out of or related to the program or this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total commission fees paid to you under this agreement.

XIII. Applicable Law

1. If a court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
2. Any disputes arising out of or in connection with this Agreement shall be submitted to the court having jurisdiction over Brand24's registered office.
3. This Agreement shall be governed by and construed in accordance with the laws of Poland, excluding its conflict of laws rules.

XIV. Confidentiality

Any information that you are exposed to by virtue of your participation in the Program, which information is not available to the public, will be considered "Confidential Information." You may not disclose any Confidential Information to any person or entity, except where compelled by law, unless you obtain prior written consent for such disclosure from Brand24. You will not use any Confidential Information except to the extent necessary to fulfill the purposes of this Agreement.

XV. Miscellaneous

1. Any costs related to the participation in the Program are borne solely by the Partner. Brand24 is not obligated or required to pay the Partner any compensation other than the Commission.
2. Brand24 reserves the right at any time to make changes to this Agreement, giving the Partner notice either by email or in the Partner Panel.
3. The Partner is responsible for the payment of all taxes and other similar levies applicable to the Commission pursuant to any law or regulation; the Partner will report Commission to their tax authorities as required by applicable law.
4. Brand24 reserves the right to change the Commission rate and Brand24's service or product pricing at any time.
5. We are entering this Agreement as independent contractors, and nothing will be construed to create a partnership, agency, joint venture or employment relationship between you and us.
6. This Agreement sets forth our entire agreement with respect to your participation in the

Program.

XVI. Personal Data and Privacy

1. The Partner and Brand24 shall comply with all applicable data protection and privacy laws, including the GDPR and, where applicable, ePrivacy rules and local marketing/communications laws.
2. The Partner represents and warrants that, prior to submitting any Lead, the Partner has a valid lawful basis to collect and share the Lead's personal data with Brand24 and has provided the Lead with all required notices, including information that the Lead's data may be shared with Brand24 for sales follow-up and potential provision of Brand24 Services.
3. The Partner shall submit only the minimum personal data necessary for a Lead Submission and shall ensure that such data is accurate, complete, and up to date.
4. The Partner shall not submit personal data obtained through scraping, harvesting, purchasing lists, or any other unlawful or unauthorized means, and shall not submit any Lead data without any required consents or permissions.
5. Where applicable law requires consent for electronic marketing or for cookies/trackers, the Partner shall be solely responsible for obtaining and maintaining such consent and evidence thereof.
6. The Partner shall implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data.
7. Each party shall be responsible for handling data subject requests and other privacy obligations related to its own processing activities. If the Partner receives a request relating to Brand24's processing, the Partner shall promptly forward it to Brand24 without responding on Brand24's behalf.
8. The Partner shall notify Brand24 without undue delay after becoming aware of a personal data breach affecting any Lead data submitted under the Program, to the extent such breach may impact Brand24 or the Leads.