

# **Terms and Conditions**

## **Affiliate Program**

### **PREAMBLE**

This document sets forth the Terms and Conditions of the Treble.ai Affiliate Program (hereinafter, "the Program"). The Program allows individuals and legal entities to earn financial commissions in exchange for actively referring companies that subsequently contract Treble's services.

By completing the registration process for the Program, the participant (hereinafter, "the Affiliate") declares to have read, understood, and fully accepted these Terms and Conditions. If the Affiliate does not agree with any of the provisions contained herein, they must refrain from participating in the Program.

### **CLAUSE 1 – DEFINITIONS**

For purposes of this document, the following terms shall have the meanings set forth below:

<b>"Treble"</b>	Treble.ai, Inc., the company that owns and administers the Program.
<b>"Affiliate"</b>	An individual over 18 years of age, or a duly incorporated legal entity, that registers in the Program with the purpose of referring prospects to Treble and receiving commissions in return.
<b>"Referral"</b>	A company or legal entity presented by the Affiliate to Treble's sales team through the Affiliate's unique link or any other official mechanism enabled by Treble for that purpose.
<b>"First Payment"</b>	The first charge effectively processed and credited by Treble to the Referral's account, corresponding to the contracting of any Treble service plan.

<b>"Active Subscription"</b>	The state in which the Referral maintains their service contract with Treble active and current, without cancellations, pauses, or defaults during the relevant period.
<b>"Initial Commission"</b>	A payment of USD \$50 (fifty US dollars) that Treble pays to the Affiliate when the Qualified Referral makes their First Payment.
<b>"Retention Commission"</b>	A payment of USD \$250 (two hundred and fifty US dollars) that Treble pays to the Affiliate when the Qualified Referral maintains an uninterrupted Active Subscription for six (6) calendar months counted from the date of their First Payment.
<b>"Unique Link"</b>	A personal and non-transferable URL assigned to the Affiliate upon registration, used to identify and track the Referrals generated by that Affiliate.
<b>"Tremendous"</b>	A third-party platform used by Treble for the issuance and delivery of commissions in the form of digital gift cards.
<b>"Business Day"</b>	Monday through Friday, excluding public holidays.

**CLAUSE 2 – PURPOSE OF THE PROGRAM**

The Program is designed to incentivize the active recommendation of Treble's services by Affiliates, through the payment of commissions conditioned on the conversion and retention of Referrals as active Treble clients.

The Program does not constitute an employment, agency, partnership, or representation relationship between Treble and the Affiliate. The Affiliate acts at all times independently and on their own account.

**CLAUSE 3 – AFFILIATE PARTICIPATION REQUIREMENTS**

To be admitted to the Program, the Affiliate must meet all of the following requirements at the time of registration and throughout their participation:

3.1. Be an individual over 18 years of age, or a legal entity duly incorporated in their country of domicile.

3.2. Complete the registration form available at [treble.ai/affiliate-program](https://treble.ai/affiliate-program) and receive written confirmation (via email and WhatsApp) that their application has been accepted.

3.3. Expressly accept these Terms and Conditions during the registration process.

3.4. Not refer themselves, nor refer companies in which the Affiliate works or holds a shareholding interest exceeding 10%.

Failure to meet any of the above requirements entitles Treble to reject the registration application or exclude the Affiliate from the Program at any time, with no obligation to pay pending commissions that were generated in violation of these rules.

#### **CLAUSE 4 – CRITERIA FOR REFERRAL QUALIFICATION**

A Referral will be considered a Qualified Referral only when all of the following criteria are met. Failure to meet any one of them prevents the generation of a commission:

4.1. The Referral is a company (legal entity). The Program does not apply to individuals as end clients.

4.2. The Referral has not had a prior commercial relationship with Treble under any company name, email address, phone number, or tax identification, nor has it participated in any free trial or pilot with Treble.

4.3. The Referral makes the payment of their first monthly installment for the plan contracted with Treble, with said payment effectively credited in Treble's systems. This criterion is not considered met in the event of chargebacks, reversals, or payment cancellations, regardless of the reason.

4.4. Treble's sales team formally accepts the Referral as a valid prospect, based on its internal commercial qualification processes. This decision is at Treble's discretion and is not subject to appeal or challenge by the Affiliate.

Clarifying note: A Referral that schedules a demonstration or initial meeting with Treble's sales team but is not accepted as a valid prospect by that team (criterion 4.4), or that does not meet any of criteria 4.1, 4.2, or 4.3, does not generate any right to a commission. Simply scheduling a meeting does not constitute Referral qualification.

## **CLAUSE 5 – PARTICIPATION MECHANICS**

The participation process in the Program follows the steps described below, in the order indicated:

5.1. Registration: The Affiliate completes the official form at [treble.ai/affiliate-program](https://treble.ai/affiliate-program). Treble confirms or rejects the application by email within five (5) Business Days.

5.2. Unique Link Assignment: Once registration is approved, Treble assigns the Affiliate a personalized Unique Link, which is the only valid mechanism for attributing a Referral to a specific Affiliate.

5.3. Prospect referral: The Affiliate shares their Unique Link with companies in their network that may register and become Treble clients. The prospect must register their interest through that link.

5.4. Qualification: Treble's sales team evaluates the prospect according to the criteria in Clause 4 and determines whether they constitute a Qualified Referral. Treble notifies the Affiliate of the result of this evaluation by email.

5.5. Conversion and follow-up: If the Qualified Referral contracts Treble's services, the tracking of the six (6)-month retention period begins for purposes of the Retention Commission.

Single attribution rule: If the same Referral is introduced by more than one Affiliate, the commission belongs exclusively to the Affiliate whose Unique Link was used first in time, according to Treble's system records.

## **CLAUSE 6 – COMMISSION STRUCTURE AND PAYMENT**

6.1 Commission structure

The Affiliate is entitled to receive two separate and independent commissions for each Qualified Referral that becomes a Treble client, according to the following structure:

<b>Commission Type</b>	<b>Payment Condition</b>
<b>Initial Commission USD \$50</b>	When the Qualified Referral makes their First Payment to Treble. The First Payment must be effectively credited in Treble's systems. Does not apply in the event of chargebacks, reversals, or cancellations.
<b>Retention Commission USD \$250</b>	When the Qualified Referral maintains an uninterrupted Active Subscription for six (6) full calendar months, counted from the date of their First Payment. If the Referral's subscription is cancelled, paused, or falls into default at any point within the six months, the Retention Commission will not be generated, even if the Referral later resumes the service.

### 6.2 Payment deadlines

All commissions will be paid no later than the 15th day of the calendar month immediately following the one in which the triggering event is confirmed: the Qualified Referral's First Payment, in the case of the Initial Commission; and the payment corresponding to the sixth month of Active Subscription, in the case of the Retention Commission.

Payment is made exclusively by means of a digital gift card issued through the Tremendous platform, sent to the email address registered by the Affiliate.

The Affiliate is responsible for keeping their contact information (email and WhatsApp) up to date, and must report any changes to [marketing@treble.ai](mailto:marketing@treble.ai). Treble will not be responsible for delays, losses, or failure to deliver commissions caused by incorrect or outdated contact details provided by the Affiliate.

### 6.3 Nature of commissions

1. Commissions are delivered exclusively in the form of digital gift cards. They are not convertible to cash, bank transfers, or any other payment instrument.
2. Commissions are personal and non-transferable. The Affiliate may not assign, sell, endorse, or transfer their commissions to third parties under any circumstances.
3. Unredeemed or pending commissions will be forfeited in the event of Program termination, without any right to compensation by the Affiliate, unless such commissions correspond to conditions already verified and fulfilled prior to the termination date.
4. Each Qualified Referral generates the right to a single set of commissions (one Initial Commission and one Retention Commission), regardless of the number of Affiliates that may have participated in the introduction of that Referral.

#### **CLAUSE 7 – PROHIBITED CONDUCT**

The following conduct is expressly prohibited and constitutes immediate grounds for exclusion from the Program and forfeiture of all pending commissions, without prejudice to any legal action Treble may initiate:

- 7.1. Creating fictitious, false, or duplicate Referrals, including the use of data from non-existent companies or companies that have not given their consent.
- 7.2. Engaging in spam, unsolicited mass mailings, or any form of deceptive marketing to obtain Referral registrations.
- 7.3. Attempting to register as a Referral a company with which the Affiliate has a conflict of interest, as set forth in section 3.4.
- 7.4. Creating multiple Affiliate accounts for the same individual or entity.
- 7.5. Using Treble's name, brand, logos, or any intellectual property assets without prior written authorization from Treble.
- 7.6. Manipulating, altering, or attempting to interfere with Treble's Referral tracking systems.

7.7. Making false or exaggerated claims about Treble's services when referring prospects.

## **CLAUSE 8 – PROGRAM DURATION AND TERMINATION**

### 8.1 Duration

The Program has no predefined end date. It will remain in effect until Treble decides to modify or cancel it, which will be communicated with a minimum of thirty (30) calendar days' notice via the email registered by the Affiliate and on the website [treble.ai/affiliate-program](https://treble.ai/affiliate-program).

### 8.2 Termination by Treble

Treble may exclude an Affiliate from the Program immediately and without prior notice in the following cases:

1. Breach of any provision of these Terms and Conditions.
2. Engaging in any of the prohibited conduct described in Clause 7.
3. Reasonable indications of fraud, system manipulation, or bad faith in the management of Referrals.

In such cases, pending commissions generated as a direct consequence of the infringing conduct will be voided and will not be paid.

### 8.3 Voluntary termination by the Affiliate

The Affiliate may withdraw from the Program at any time by sending written notice to [marketing@treble.ai](mailto:marketing@treble.ai). Voluntary termination does not affect the Affiliate's right to receive commissions whose payment conditions had already been verified and fulfilled prior to the notification date. Commissions for Referrals whose six-month retention period had not concluded before the termination date will be paid only if that period is completed.

## **CLAUSE 9 – AMENDMENTS TO THE TERMS AND CONDITIONS**

Treble reserves the right to modify these Terms and Conditions at any time. In the event of material amendments (those affecting the commission

structure, qualification criteria, or Affiliate rights), Treble will notify the Affiliate with a minimum of fifteen (15) calendar days' notice, via email to the registered address and publication at [treble.ai/affiliate-program](https://treble.ai/affiliate-program).

Continued participation in the Program after the notification period expires constitutes acceptance of the new terms. If the Affiliate does not accept the amendments, they must notify their withdrawal as provided in section 8.3 before the notification period expires.

Referrals whose qualification process has been completed and whose Initial Commission was generated before the effective date of the amendments will be governed by the version of the Terms in effect at the time of qualification, solely with respect to the corresponding Retention Commission.

#### **CLAUSE 10 – PRIVACY AND PERSONAL DATA PROCESSING**

By registering in the Program, the Affiliate authorizes Treble to collect, store, and process their personal information (including name, email, and contact details) for the sole purpose of administering the Program and managing commission payments.

When referring a prospect, the Affiliate declares that they have the referred party's consent to share their contact details with Treble for the purposes of the Program. The Affiliate is solely responsible for obtaining such consent in accordance with the applicable legislation in their jurisdiction.

Treble will not share the Affiliate's personal data with third parties, except with Tremendous for commission payment purposes, or when required by a competent authority.

#### **CLAUSE 11 – LIMITATION OF LIABILITY**

Treble will not be liable to the Affiliate for any indirect, incidental, special, or consequential damages arising from participation in the Program, including, without limitation, loss of expected revenues, damage to commercial reputation, or disruptions to the Affiliate's business.

Treble does not guarantee that the Program will be available without interruption, nor that all Referrals presented by the Affiliate will be

qualified or converted into clients. The qualification and conversion of Referrals depends on Treble's own commercial factors over which the Affiliate has no control or right of demand.

Treble's total maximum liability to the Affiliate in connection with the Program, under any legal theory, is limited to the amount of commissions that Treble has failed to pay in verified breach of these Terms.

### **CLAUSE 13 – GENERAL PROVISIONS**

13.1. Entire Agreement: These Terms and Conditions constitute the entire agreement between the parties with respect to the Program and supersede any prior agreements, communications, or understandings, oral or written, relating to the same subject matter.

13.2. Severability: If any provision of these Terms is declared invalid, illegal, or unenforceable by a competent authority, the remaining provisions will remain in full force and effect.

13.3. No waiver: Treble's failure to exercise any right established in these Terms shall not constitute a waiver of that right for the future.

13.4. Language: In the event of a discrepancy between versions of this document in different languages, the Spanish version shall prevail.

13.5. Notices: All notices between the parties in connection with the Program must be made in writing via email: the Affiliate shall direct their communications to [marketing@treble.ai](mailto:marketing@treble.ai); Treble shall direct its communications to the email address registered by the Affiliate.

### **ACCEPTANCE OF TERMS AND CONDITIONS**

Registration in the Program through the official form available at [treble.ai/affiliate-program](https://treble.ai/affiliate-program) implies the reading, understanding, and express and unconditional acceptance of these Terms and Conditions in their entirety by the Affiliate. Such acceptance has the same legal value as a handwritten signature under the applicable legislation on electronic contracts.

**Treble.ai, Inc.**

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