

DComPartner – Agent Agreement

(Adm-1030)

Last updated: April 13, 2026

This Agent Agreement (the "Agreement") is between **DComPartner Terms & Policies** ("DPI"), owner and operator of the **DComPartner platform** ("DComPartner" or "DCom"), and the registered sales agent ("Agent").

By registering and using DComPartner, the Agent confirms that they have read, understood, and accepted these terms.

1. Overview

1.1 Platform Role

DComPartner is a commission-based platform that connects Partners, Agents, and Customers. DComPartner acts solely as a **digital facilitator** and marketplace connector. DComPartner does not employ Agents, does not control the Agent's sales methods, and does not guarantee sales outcomes.

1.2 Independent Agent Status

The Agent acts as an **independent contractor** and not as an employee, representative, franchisee, or legal agent of DComPartner or DPI. The Agent has no authority to bind DComPartner to any agreement or obligation.

2. Agent Role & Responsibilities

2.1 Customer Prospecting & Sales

The Agent's role is to identify potential customers and promote Partner products/services lawfully and ethically. The Agent understands that all products/services are owned and delivered by the Partner, not DComPartner.

2.2 Truthful Representation

The Agent must present Partner products accurately, using only approved product information on the platform. The Agent must not:

- Misrepresent price, quality, delivery time, guarantees, return rights, or legality.
- Promise discounts, warranties, or conditions not explicitly stated by the Partner.

- Use misleading marketing, false scarcity, pressure selling, or deception.

2.3 Compliance With Laws

The Agent must comply with all applicable local, national, and international laws, including but not limited to:

- Consumer protection rules
- Marketing and advertising regulations
- Data protection/GDPR
- Tax reporting obligations
- Anti-fraud and anti-corruption laws
Failure to comply may result in immediate termination.

2.4 Ethical Conduct

Ethical behavior is mandatory in every context. Any behavior that harms customers, partners, or platform trust is a breach of this Agreement.

3. Payments, Easy Freelance & Tax

3.1 Commission Eligibility

Commissions are earned only on:

- Fully paid orders,
- delivered products/services,
- not returned,
- Not disputed or charged back.

3.2 Commission Withholding

In cases of suspected fraud, chargeback, dispute, or breach of this Agreement, DComPartner may delay or withhold commissions until the matter is resolved.

3.3 Payout Provider (Easy Freelance)

All Agent payouts are handled through **Easy Freelance** or another payment processor selected by DComPartner. The Agent is responsible for completing the required onboarding and compliance steps with Easy Freelance.

3.4 Taxes & Reporting

The Agent is solely responsible for declaring and paying any taxes, fees, or social contributions related to commission income, in accordance with their country's laws. DComPartner does not provide tax advice.

4. Marketing Rules & Platform Protection

4.1 Use of Platform Materials

The Agent may use approved marketing assets provided by DComPartner. The Agent may not modify official branding, logos, or claims in a way that creates confusion or legal risk.

4.2 Prohibited Promotion

The Agent must not:

- Spam individuals or groups,
- Promote through illegal channels,
- Buy fake leads, clicks, or orders,
- Engage in pyramid-scheme framing,
- Harass customers or partners.

4.3 Geographic / Product Restrictions

The Agent must respect any geographic or sector restrictions set by Partners and displayed on the platform.

5. Customer Data & GDPR

5.1 Limited Use of Data

The Agent may access customer data only as necessary to facilitate a sale and must treat it as confidential. The Agent may not:

- Store customer data outside approved systems,
- Sell or share data,
- Use data for unrelated marketing.

5.2 Data Breach Duty

Any suspected data breach must be reported immediately to DComPartner support.

6. No Liability for Partner Products

6.1 Partner Responsibility

All products/services are supplied and delivered by Partners. The Agent understands that Partners alone are responsible for:

- Product quality and legality,
- delivery and packaging,
- guarantees and returns,
- compliance with consumer law,
- Pricing accuracy.

6.2 No Platform Guarantee

DComPartner does not own, inspect, warranty, or guarantee Partner products/services and is not liable for Partner failures.

7. Limitation of Liability & Indemnity

7.1 Platform Limitation

DComPartner is not liable for indirect, incidental, special, or consequential damages linked to the Agent's use of the platform or sales activity.

7.2 Agent Indemnity

The Agent agrees to indemnify and hold harmless DComPartner and DPI from any claim, loss, cost, legal action, or penalty arising from:

- The Agent's unlawful or unethical conduct,
- misrepresentation or unauthorized promises,
- GDPR/data violations,
- fraud or attempted fraud,
- Breach of this Agreement.

8. Termination

8.1 Immediate Termination Rights

DComPartner may suspend or terminate the Agent's account immediately if the Agent:

- Violates any law,
- commits fraud or unethical conduct,
- damages Partner/customer trust,
- breaches GDPR/data rules,
- Repeatedly ignores platform rules.

8.2 Effect of Termination

Upon termination:

- Pending commissions may be reviewed case-by-case,
- Commissions linked to disputes, returns, or fraud are forfeited,
- Platform access ends immediately.

9. Intellectual Property

All platform content, systems, dashboards, and brand identity belong to DComPartner/DPI. The Agent may not copy, resell, reverse-engineer, or create competing uses of DCom materials.

10. Force Majeure

Neither party is responsible for non-performance due to circumstances beyond reasonable control.

11. Updates to Agreement

DComPartner may update this Agreement to reflect platform evolution, legal requirements, or commission models. Material updates will be communicated via email and/or platform notification and take effect 30 days after notice.

12. Final Agreement

By accepting these terms, the Agent acknowledges that this Agreement is legally binding and confirms understanding and acceptance of all obligations and limitations.

For clarification, contact support at: **support@dcompartner.com**