

TERMS & CONDITIONS (CGV)

Peachtree online service is made available by Peach Farmer SA, company with a capital of 100.000CHF, registered in Geneva under number CHE-141.067.924, domiciled at 49, chemin Moise Duboule, 1209, Geneva. The director of publication is Mr Philippe Robert. Contact : info@peachtreelinks.com

Terms last updated: 03/11/2024

Peach tree is a content sharing platform that enables creators to connect their audiences with their most recent content. It's also a platform with affiliation revenue opportunities.

1. Amendments to These Terms

Peachtree is committed to ongoing development and enhancement of our Platform. As such, we may periodically update these Terms to align with our evolving business, reflect modifications to the Platform (such as the discontinuation of specific features or functionalities), address legal or commercial considerations, or safeguard our legitimate interests. These Terms may be amended at any time, and it is your responsibility to periodically review them for any updates.

In cases where changes may materially impact you in a negative manner, we will make reasonable efforts to provide notice at least 30 days prior to the effective date of such changes (for example, via notification on the Platform). Continued use of the Platform following any amendments to these Terms constitutes your acceptance of the revised Terms. Should you not agree with these changes, we request that you discontinue your use of Peachtree and close your account.

Certainly. Here's a more formal version:

2. Your Account

To register and create an account on Peachtree, you must be at least 18 years of age. If you are creating an account on behalf of another individual or entity, you must have the necessary authority or consent to do so. You are responsible for your account, including ensuring it is used only in a lawful manner. By creating an account, you agree to comply with these Terms, confirm that you are over 18, and affirm that you possess the legal capacity to enter into these Terms with us. Accurate information must be provided at the time of registration, and you must promptly inform us of any changes to keep your account details up to date.

If you are using Peachtree on behalf of a business or another individual, you represent that you have the authority to bind that party to these Terms. You are solely responsible for all activities associated with your account and must safeguard your login credentials. Please notify us immediately if you suspect unauthorized access to your account.

You may not assign or transfer your account to another party, nor use or allow your account to be used in a manner that, in our reasonable opinion, could harm Peachtree, its reputation, or infringe upon the rights of others or applicable laws and regulations.

3. Your Username

When setting up your Peachtree account, you must select a username that respects the rights and interests of all users. While we recognize the importance of your chosen username, it must comply with standards that protect the rights of others, including intellectual property rights such as copyright and trademarks. Using names that belong to other individuals, brands, or entities—such as celebrities or registered trademarks—is prohibited, as is selecting a username that is offensive, vulgar, or chosen solely for speculative profit (commonly known as "Domain Squatting").

In the event of a concern related to your username, we will evaluate the situation objectively and may require you to select a new one. If you do not comply, we reserve the right to reassign, suspend, or terminate your account. Should a third party claim that your username infringes their intellectual property rights, they may file an Intellectual Property report, allowing you the opportunity to respond with a Counter Notice.

To maintain an active and fair platform, usernames associated with accounts that have been inactive for six months—where no new links have been added or traffic observed—may be subject to reclamation or reassignment. In such cases, we will make reasonable efforts to notify you in advance.

5. Your Content

To ensure a safe environment for all visitors, we have established [Community Standards](#) that outline acceptable and prohibited content. Please adhere to these standards, as failure to comply may result in suspension or permanent removal of your account.

"Content" refers to all text, graphics, videos, links, products, and other materials you add to your Peachtree profile. You are fully responsible for your content and confirm that:

- You either own the content or have the necessary rights to share third-party materials on Peachtree (and to grant us the rights to use it in line with these Terms).
- Your content does not infringe upon others' privacy, publicity, intellectual property, or any other legal rights.
- The content you post is accurate and truthful, is not misleading or deceptive, and does not violate any laws or harm Peachtree's reputation.
- Your content is free of harmful elements such as viruses, malware, or any code that could disrupt the Platform or other systems.
- Your content does not use automated data collection tools, such as scripts or scraping tools, to gather information from Peachtree profiles or the Platform.
- You will not post unauthorized advertisements, solicitations, or endorsements on Peachtree.
- Your content adheres to our Community Standards.

As we operate across multiple jurisdictions, laws and regulations vary. Therefore, we may restrict content that is legal in some regions but not in others. Peachtree reserves the right to take

necessary measures to maintain a safe Platform, including removing content or restricting access where appropriate.

6. Our Rights to Use Your Content

By posting content on your Peachtree profile, you grant us a license to (i) use, publicly display, distribute, modify, adapt, and create derivative works from this content; and (ii) use any personal attributes included in the content—such as your name, image, voice, photograph, and likeness—across the Platform and in our marketing efforts, including social media and other advertising. This license is worldwide, royalty-free, and perpetual, allowing us to use your content without compensation, in any region, and without a time limit. You confirm that you hold all necessary third-party rights to post this content on Peachtree and to grant us this license.

You retain full ownership of your content. However, please be aware that your content will be publicly accessible and may be used or re-shared by others on Peachtree or across the internet.

We advise against sharing sensitive personal information that you do not wish to make publicly available. Do not post information such as social security numbers, passport details, or other private data that could lead to harm if misused. You may only post another person's personal information with their explicit consent, and you should retain a record of that consent. While we are not obligated to monitor the accuracy, reliability, or legality of your content, we reserve the right to do so.

In line with these Terms, we may modify, remove, or restrict access to your content at any time or apply a sensitive content warning to materials deemed inappropriate for all audiences.

7. Monetizing Your Content

- **Eligibility for Participation**

If you qualify, you may participate in Peachtree's affiliate program. We will notify you of your eligibility and provide the necessary details via email or other agreed-upon communication methods.

- **Geographic Eligibility:**

To access monetization features, you must reside in a country that is eligible for such features. If you move to a country that does not qualify for monetization, your access to these features may be revoked.

- **Email Verification:**

You must verify your email address with Peachtree to utilize monetization features.

- **Account Standing:**
Peachtree reserves the right to restrict or revoke your access to monetization features if your account is found to violate these Terms, our Community Standards, or any other referenced policies.
- **Commissions:**
All commissions will be displayed on your profile and are subject to modification.
- **Payment Process:**
Peachtree will disburse any available funds from commissionable activities on a monthly basis, upon request by clicking "Collect." Transactions that are not yet finalized will appear as "in progress" on your dashboard and will be confirmed as "payment received" once they become irreversible. To receive payments, you may need to link a third-party payment provider account (e.g., Stripe, PayPal) and complete the necessary KYC (Know Your Customer) process.
- **Termination of Participation:**
In the event that your access to the monetization program or your Peachtree account is terminated by either party, any eligible commissions closed as of the termination date will be paid to your connected account. However, any pending commissions at the time of termination may be forfeited.

8. Suspension or Cancellation of Your Account

If you don't adhere to our Terms, Community Standards, or other linked policies, we may need to suspend or cancel your account, or adjust certain Platform features for your account.

The action we take will depend on the seriousness and frequency of non-compliance. Minor issues may not lead to immediate suspension or cancellation, but repeated or major violations could result in stricter measures. In cases of account suspension or cancellation, we typically aim to notify you in advance, though this is not always guaranteed.

Please note:

- **Data Loss:** Peachtree is not responsible for any content lost due to account changes, including the loss of features tied to paid plans.

If you believe your account was canceled by mistake or if you have any concerns regarding these Terms or the Platform, contact us at contact@peachtreelinks.com. We are committed to working with you in good faith to resolve issues, and neither party will pursue legal action until we have spent at least one month attempting to find a solution together.

9. Your Responsibility for Your Visitors and Customers

You are responsible for how visitors, including those who purchase goods or services through your Peachtree, interact with your profile. These visitors are collectively referred to as “End Users.” You are solely responsible for:

- How End Users engage with your profile and content, and
- Ensuring compliance with all relevant laws that apply to your End Users and any transactions conducted via Peachtree (e.g., through features like “Commerce” or “Payment Lock”).

Peachtree does not assume any responsibility for the products or services advertised or sold on your profile.

10. Our Platform

As the Platform's owners, we provide you with a limited right to use Peachtree to share and interact with content. However, please be aware that we are not liable for any content, products, or services displayed or offered through other users' profiles. All rights, including Intellectual Property (IP) Rights related to the Platform (excluding your content) (“Peachtree IP”), belong exclusively to Peachtree or our licensors. You do not obtain any ownership or rights to Peachtree IP, and you must not use our brand name, logo, or any other Peachtree assets to suggest a partnership or endorsement without our prior written consent.

We grant you a limited, revocable, non-exclusive, and non-transferable right to use the Platform for creating, displaying, using, playing, and uploading content in line with these Terms.

If we provide you with images, icons, themes, fonts, videos, graphics, or other content, use them solely on your profile and in accordance with any guidelines we share. Avoid removing, hiding, or modifying any proprietary notices or trademarks on the Platform. It is strictly prohibited to copy, reproduce, distribute, license, sell, resell, modify, translate, disassemble, decompile, decrypt, reverse-engineer, or try to obtain the Platform's source code or any part of it.

When visiting Peachtree profiles as a “profile visitor,” you receive a limited, non-exclusive, and non-transferable right to view and engage with the Platform via user profiles. To the extent permitted by law, we are not responsible for any opinions, advice, statements, products, services, offers, or other content posted by other users on their profiles.

11. Tax Requirements

You are responsible for complying with applicable tax laws in the territory where you promote products or services if you choose to monetize your Peachtree or participate in the affiliation program. Peachtree is not liable for any losses you may incur as a result of non-compliance with your local legal obligations.

12. Privacy

Our Privacy Notice details how we manage your personal data for our internal purposes. Additionally, our Data Processing Addendum (DPA), available in our Trust Center and included in these Terms, outlines the responsibilities regarding the privacy rights of visitors to your profile. By creating your account, you confirm that if the DPA is applicable to you, you have read, understood, and consented to its terms. For information about our use of cookies, please refer to our Cookie Notice.

All data generated from your use (or the use of Profile Visitors or other users) of the Platform or content, including any associated intellectual property rights (“Data”), will be owned by Peachtree. As part of the services offered on the Platform, we may provide you with Data or visual representations of it, referred to as “Data Analytics.” While we strive to ensure the accuracy and completeness of the Data Analytics, we make no warranties regarding their reliability or thoroughness.

13. Liability

We wish to clarify that we are not responsible for how you utilize the Platform. It is essential that you maintain backups of your own content. We will not be liable for any damages resulting from actions such as downloading, installing, or using the Platform, or for copying, distributing, or downloading content from it. It is your responsibility to ensure that your data, content, and devices are adequately protected and backed up while using the Platform.

You agree to indemnify us against any losses that arise if you breach these Terms or if a third party brings a claim against us related to your content. Neither party will be liable for indirect, punitive, special, incidental, or consequential damages, including but not limited to losses in business, revenue, profits, privacy, data, goodwill, or other economic benefits. This limitation applies whether the issue arises from a breach of contract, negligence, or any other cause—even if we were aware of the potential for such damages.

14. Disclaimers

We wish to make several important disclaimers in these Terms. When you use Peachtree and explore any content on the Platform, you do so at your own risk. The Platform is provided to you “AS IS” and “AS AVAILABLE,” without any warranties of any kind, whether express or implied. This

includes, but is not limited to, warranties of uptime or availability, or any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

Peachtree, its affiliates, and its licensors do not make any express or implied warranties or representations, including that:

- The Platform will function uninterrupted, securely, or be available at any time or from any location;
- Any errors or defects will be corrected;
- The Platform is free of viruses or other harmful components;
- The Platform will be effective or that the results of using the Platform will meet your needs; or
- Any content on the Platform (including user-generated content) is complete, accurate, reliable, suitable, or available for any purpose.

These Terms apply to the maximum extent permitted by law, and nothing herein is intended to exclude, restrict, or modify any legal rights that you may have, which cannot be excluded, restricted, or modified by contract.

15. Third Party Services

Peachtree may collaborate with various third-party products and services. Unless explicitly stated otherwise, we do not endorse or make any warranties regarding any third-party products or services, nor do we offer refunds for payments made to third parties. Your use of any third-party product or service may be subject to separate terms and conditions, which you are responsible for reviewing, accepting, and complying with. Failure to accept or adhere to these third-party terms may result in the suspension, cancellation, or limitation of your account or access to these services on our Platform.

If we are required to display specific third-party terms on our website, you can find them at the bottom of this page.

16. A Few Last Things

Before you can start using Peachtree, there are a few final important points we'd like to address:

- Depending on your specific location, certain laws may apply to either you or us. In such cases, if these laws conflict with any portion of these Terms, the laws will prevail to the extent of the inconsistency.
- These Terms, including the Privacy Notice and any linked policies, constitute the full agreement between you and us regarding the Platform. We will not add any other terms, except where the law mandates it. We explicitly exclude all implied terms, except those required by statute that cannot be waived. If any part of these Terms is deemed invalid under a country's laws, it will be removed from the Terms in that country, but the remainder of the Terms will remain in effect.
- These Terms are subject to the laws of Geneva in Switzerland. Both you and we agree to the exclusive jurisdiction of the courts in those areas. Our decision not to insist on or enforce any

part of these Terms shall not be seen as a waiver of any provision or right. These Terms, as well as the Platform, do not establish an agent/principal relationship between you and us.

- When you use Peachtree's Music Link or Video Link features to showcase YouTube videos on your Peachtree, you acknowledge your agreement to adhere to YouTube's Terms of Service.

If you have any questions or comments, please reach out to contact@peachtreelink.com