



GENERAL TERMS AND CONDITIONS

Sponsorship offer



Last updated: 1 January 2024

ABOUT

DASTRA SAS, a simplified joint-stock company registered with the Trade and Companies Register of Créteil under number 888 411 741, with its registered office at 11 Rue Fays, 94160 Saint-Mandé, develops and markets a SaaS software under the name of DASTRA.

These General Conditions of the Referral Offer (the "Conditions") aim to define the terms under which a corporate customer (the "Referrer") will encourage a professional, either an independent (a natural person conducting economic activity on their own behalf) or a legal entity (the "Referral"), to subscribe to the Solution in exchange for a promotional benefit (the "Reward").

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ARTICLE 1

Eligibility Criteria for the Sponsor

The sponsorship offer is reserved for paying clients of DASTRA SAS who have filled out the form available within the Solution (the "Form") to enable DASTRA SAS to establish a relationship with the Referral. The Sponsor must have read and agreed to the Terms by submitting the Form.

The contract allowing the Sponsor to use the Solution must not be in the process of termination, and the Sponsor must be up to date with payments to DASTRA SAS for the right to use the Solution or any other services provided by DASTRA SAS to the Sponsor.

The Sponsor must not be in a partnership situation with DASTRA SAS, especially within the scope of a business referral partnership.

ARTICLE 2

Eligibility Criteria for the Referral

At the time of subscribing to the Solution, the Referral must have never been a client of DASTRA SAS.

Additionally, the Referral must be established in France, be able to meet the subscription conditions of the Solution, and have no capital ties to the Sponsor or be an affiliated company of the Sponsor.

ARTICLE 3

Validity of the sponsorship offer

For any sponsorship with DASTRA SAS, the Sponsor and the Referee will receive their Reward, provided that the Referee has subscribed to the Solution under a Pro or Enterprise plan and has not terminated their subscription at the end of the first month. The sponsorship offer is validated the month following the Referee's subscription to the Solution.

A Referee cannot be subject to multiple sponsorships. In case of multiple submissions of the same referee, the Sponsor who provided the Referee's details first will be the only one eligible to receive the Reward.

Sponsorship is not valid if the Referee is a client in the context of a tender or public procurement.

ARTICLE 4

Reward

Sponsorship is materialized for the Sponsor by granting a Reward in the form of a gift voucher with a face value of 100 euros. The Sponsor will receive a confirmation email with the gift voucher once the godchild has subscribed to a paid subscription. It will be the Sponsor's responsibility to declare the value of the gift voucher to the tax authorities for income tax purposes in the year of receiving the Reward or to handle this gift voucher in accordance with the Sponsor's gift policy in compliance with applicable anti-corruption rules. DASTRA SAS reserves the right not to award a reward based on the assessment of the Sponsor's integrity in accordance with the provisions of the Sapin II law and the recommendations of the French Anti-Corruption Agency (AFA).

If the Sponsor is not up to date with payment deadlines, the granting of the Reward will be suspended until their situation is resolved.

Sponsorship materializes for the Referral by granting a Reward corresponding to the first month's subscription to the Solution for free.



ARTICLE 5

Responsibility

DASTRA SAS and the Sponsor are solely responsible for any commitments they may have made to third parties. Therefore, the Sponsor expressly releases DASTRA SAS from any direct liability of any nature that could be sought against it in the event of any difficulty, incident, or accident occurring during the execution of the sponsorship.

DASTRA SAS cannot under any circumstances be held accountable for spamming operations (defined by the National Commission on Informatics and Liberty (CNIL) as the sending of unsolicited emails to individuals with whom the sender has never had contact and whose email addresses have been irregularly obtained) to the extent that the Sponsor guarantees having obtained express consent from the Referral before transmitting their details to DASTRA SAS for the purposes of the sponsorship.

The Sponsor undertakes to inform and transmit these General Terms and Conditions to the Referral.

ARTICLE 6

Intellectual Property

DASTRA SAS will retain all intellectual property rights to its own distinctive signs (logos, names, trademarks, domain names, and any other sign belonging to it or its affiliated companies and/or licensors, etc.) as well as the services and associated elements it offers.

The Sponsor expressly authorizes DASTRA SAS to use and reproduce, free of charge if necessary, its logo and name in the context of exchanges with the Referral.



ARTICLE 7

Personal Data

In the context of the referral offer, DASTRA SAS is required to process personal data of the Referrer and an employee or natural person representative of the Referral. The Referrer undertakes to have obtained the consent of the Referral before any transfer of personal data related to them and to have informed them of the purpose of the processing that will be carried out and the transmission of data to DASTRA SAS within the framework of the Referral. Each party acts as the controller of its own personal data processing and undertakes to collect and process any personal data in compliance with the applicable regulations governing the processing of such data.

DASTRA SAS undertakes to process the personal data of the Referral's employee or natural person representative and the Referrer in accordance with its privacy policy available at the following URL: <https://www.dastra.eu/en/legal/privacy-policy>.

The Referrer and the Referral, under the conditions defined by the applicable regulations on the protection of personal data, have the right to access their data, the right to rectify such data, the right to object to the processing of their data, the right to erasure and limitation of processing, as well as the right to data portability.

The Referrer and the Referral can exercise these rights by sending their request to DASTRA SAS via the form accessible in the "rights" section of the privacy policy (<https://www.dastra.eu/en/legal/privacy-policy>).



ARTICLE 8

Update of the General Terms of the Referral Offer

The Terms and Conditions can be modified at any time and without prior notice at the discretion of DASTRA SAS. When the Terms and Conditions are modified, DASTRA SAS will publish the modification on the page of its website hosting the Terms and Conditions. This modification will take effect upon its publication and will automatically apply to Referrers whose participation is still active. If the Referrer continues to participate in the referral offer following the modifications, they will be deemed to have accepted the new Terms and Conditions.

ARTICLE 9

Duration of the General Terms of the Referral Offer

The terms are valid indefinitely.

ARTICLE 10

Termination and suspension

DASTRA SAS reserves the right to suspend or terminate these Conditions at any time and for any reason. If DASTRA SAS has good reason to believe that the Referrer or the Referral is making fraudulent or abusive use of the referral offer or violating the Conditions, DASTRA SAS reserves the right not to pay the Reward to the Referrer and the Referral.

ARTICLE 11

Applicable Law

The Conditions are governed by French law. Any disputes that may arise between DASTRA SAS and the Referrer regarding the validity, interpretation, or execution of the Conditions or anything resulting from or related to them will be brought before the competent French jurisdiction.





THANK YOU !

