Referral Program Terms

Last Updated: [08/29/2022]

These Referral Program Terms are additional terms that apply if you use the Proof of Peach referral program ("Proof of Peach Referral Program"). These Referral Program Terms form part of your agreement with us.

1. Definitions. In these Referral Program Terms, defined terms have the same meanings given to them in the Creator Agreement. In addition:

1.1 “Referring User” means “you” or “your;” and

1.2 “Referred Creator” means the person who joins the Website as a Creator through the Referring User’s unique referral link.

2. Proof of Peach Referral Program. Proof of Peach offers a referral program by which existing users can introduce people who are interested in becoming Creators on the Website and receive referral payments from Proof of Peach that are calculated and limited as described in these terms.

3. Proof of Peach Referral Program Rules

3.1 Only users with a current user account can participate in the Proof of Peach Referral Program. If a user’s account has been suspended or terminated by us for any reason or deleted by the user, that user will not be eligible to participate in the Proof of Peach Referral Program.

3.2 You will need to add on your user account page an electronic wallet address to receive referral payments under the Proof of Peach Referral Program.

3.3 Each user has a unique referral link (which can be accessed through your user account) that the user can share with others. When sharing your unique referral link, you must not impersonate Proof of Peach or give the impression that your referral link is being shared or promoted by us. You must not use Google Ads or any similar advertising platform or search engine advertising service to share or promote your unique referral link. On our request, you must disclose the methods by which you share your unique referral link in the Bio/Website field of your Proof of Peach account.

3.4 The Referred Creator must click on your unique referral link and then register with the Website using the same browser that they used to click on your unique referral link. If someone registers with the Website other than by using your unique referral link, we will not link that account to your referral and no referral payments will be made to you.

3.5 The Referred Creator must not have opened a user account with the Website (whether under the same name or another name) before clicking on your unique referral link. If the Referred Creator is currently or has previously been a user on the Website, no referral payments will be made to you for the referral.
3.6 If the Referred Creator sets up more than one user account, we will make referral payments to you on the earnings made by the Referred Creator from their first user account only. No referral payments will be made to you on any further user accounts set up by the Referred Creator.

3.7 We will not pay any referral payments to you on any referral of a Referred Creator that we determine is owned or operated by you or is in a commercial relationship with you. You will provide any information that we request to enable us to determine whether the Referred Creator is owned or operated by you or if there is a commercial relationship between you and the Referred Creator.

3.8 When promoting the Website in any way as a Referring User, (i) you will not give a false impression of the Website, the services, programs, and content (including Creator Content) made available through the Website, its users, or the Website’s Terms-of-Service Agreement or the Creator Agreement; and (ii) you will not make any statements that suggest to a potential Creator that the potential Creator will make a particular sum of money (or any money) from their use of the Website, or any statements regarding the likely number of Fans. It is illegal for Proof of Peach or for a participant in the Proof of Peach Referral Program (including Referring Users and Referred Creators) to persuade anyone to make a payment by promising benefits from getting others to join the Proof of Peach Referral Program. Do not be misled by claims that high earnings are easily achieved from participation in the Proof of Peach Referral Program.

4. Referral Payments

4.1 Referral Payment Calculation; Cost of Referral Payment. Proof of Peach will increase the Creator Earnings by 0.1% for every ten Referred Creators that you refer who (1) post exclusive content for sale and edit their profile; and (2) who make their first sale on exclusive content, up to a maximum of 2%. Proof of Peach, not the Referred Creator, bears the cost of the referral payment.

4.2 Taxes. All referral payments payable to you by us are inclusive of any Tax.

4.3 Payouts. To receive referral payments, you must have an electronic wallet address listed in your account.

5. Proof of Peach’s Rights relating to the Referral Program

5.1 If referral payments have been made incorrectly, we may recover the wrongly paid sums from the user to whom the wrongly paid sums have been paid.

5.2 We may request you or Referred Creators or both to provide us with ID and other information reasonably required by us to verify any referral payment to be made and the person to whom any referral payment should be made. Failure to provide any information requested by us may lead to you losing your entitlement to referral payments for the relevant Referred Creator.

5.3 We may change any aspect of the Proof of Peach Referral Program (including how
referral payments are calculated) or discontinue the Proof of Peach Referral Program at any time, but no change will deprive any Referring User of referral payments already earned based on Fan Payments made to Referred Creators before the changes take effect.

6. Circumstances under which we may withhold referral payments

6.1 We may withhold any part of the referral payments due to the Referring User but not yet paid out: (i) if we think that you have or might have breached any part of the Terms-of-Service Agreement or the Creator Agreement; (ii) if you attempt or threaten to breach any part of the Terms-of-Service Agreement or the Creator Agreement in a way that has or could have serious consequences for us or another user (including actual or possible loss caused to us or another user); or (iii) if we suspect that any part of the referral payments due to you result from unlawful activity, either by you, by the Fan who made the Fan Payment to the Referred Creator that resulted in the referral payment, or by the Referred Creator to whom the Fan Payment was made that resulted in the referral payment, for as long as is necessary to investigate the actual, threatened, or suspected breach(es) by you or the suspected unlawful activity (as applicable). If after our investigation, we conclude that (i) you have breached any part of the Terms-of-Service Agreement or Creator Agreement; (ii) you have attempted or threatened to breach any part of the Terms-of-Service Agreement or Creator Agreement in a way that has or could have serious consequences for us or another user (including actual or possible loss caused to us or another user); or (iii) any part of referral payments due to you result from unlawful activity, we may notify you that you have forfeited all or part of your referral payments.

6.2 We will not have any responsibility to you if we withhold or forfeit any payment due to you under the Proof of Peach Referral Program where we have a right to do so under these Referral Program Terms.

6.3 If we are withholding any part of the referral payments due to you and we determine that part of the referral payments withheld by us is unrelated to breaches by you of the Terms-of-Service Agreement or the Creator Agreement or suspected unlawful activity, then we may arrange for you to be paid the part of the referral payments that is unrelated to breaches by you of the Terms-of-Service Agreement or the Creator Agreement or suspected unlawful activity. However, if we consider that your breach(es) of the Terms-of-Service Agreement or the Creator Agreement has or might cause us loss, we may withhold all referral payments due to you but not yet paid and we may set off those amounts against any losses suffered by us.