



FRESH PARTNER TERMS

By submitting a partner application or registering as a partner with Fresh, you acknowledge and agree to the following Partner Terms.

1. Partner Application and Approval

Submission of a partner application through the Fresh website does not automatically create an approved partnership, collaboration, referral relationship, or active listing.

All applications are subject to internal review, verification, and approval by Fresh, and registration does not guarantee inclusion in the Fresh partner roster or any partner listing.

Fresh reserves the right to approve, reject, suspend, pause, or remove any application, partner profile, or collaboration at its sole discretion and without obligation to provide justification.

Only partners formally approved by Fresh may access partner benefits, referrals, collaborations, platform visibility, or operational onboarding.

2. Independent Services

Partners operate independently from Fresh and remain solely responsible for the services they provide to clients.

Fresh does not supervise, control, endorse, or assume responsibility for any partner services, advice, recommendations, communications, actions, omissions, or outcomes.

Any agreement, engagement, or professional relationship established between a partner and a client remains exclusively between those parties.

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3. Licensing and Compliance

Partners are solely responsible for ensuring they hold all necessary licenses, authorizations, certifications, registrations, insurance coverage, and regulatory approvals required to operate in their professional area and jurisdiction.

Partners agree to comply with all applicable laws, regulations, professional obligations, ethical standards, and industry requirements relevant to their activities.

4. No Guarantee of Referrals or Business

Registration or approval as a Fresh partner does not guarantee referrals, leads, visibility, projects, revenue, business opportunities, or minimum levels of activity.

Fresh retains full discretion regarding referrals, partner visibility, collaborations, recommendations, and operational decisions within its ecosystem.

5. Confidentiality

Partners agree to maintain strict confidentiality regarding all non-public information obtained through Fresh, including but not limited to:

- Client information
- Business relationships
- Internal processes
- Commercial information
- Operational procedures
- Referral activity
- Strategic information

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Partners may not disclose, share, reproduce, or use confidential information outside the scope of the partnership relationship unless expressly authorized in writing or required by law.

6. Non-Solicitation and Circumvention

Partners agree not to directly solicit, divert, recruit, or bypass Fresh clients, staff, contractors, or business relationships outside the agreed collaboration framework established with Fresh.

Partners also agree not to misuse confidential information or platform access to circumvent Fresh in connection with referrals, introductions, or commercial relationships initiated through Fresh.

7. Data Protection and GDPR

Partners agree to comply with all applicable privacy and data protection laws, including the General Data Protection Regulation (GDPR), when handling personal data, client information, communications, or documents obtained through Fresh.

Partners are responsible for implementing appropriate technical and organizational measures to protect personal data and confidential information.

8. Accuracy of Information

Partners confirm that all information submitted during registration, onboarding, or profile management is accurate, complete, and up to date.

Partners agree to promptly notify Fresh of any material changes affecting their business, services, licensing status, contact information, or regulatory standing.



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9. Right to Suspend or Remove Partners

Fresh reserves the right to suspend, restrict, deactivate, or remove any partner account, listing, collaboration, or access at its sole discretion, including in cases involving:

- Breach of these terms
- Inaccurate or misleading information
- Professional misconduct
- Regulatory or compliance concerns
- Reputational risk
- Inactivity
- Client complaints
- Ethical concerns
- Misuse of the platform or ecosystem

A determination by Fresh, at its sole discretion, that the partnership no longer fits Fresh's purposes, business needs, or strategic direction

10. Limitation of Liability

Fresh shall not be liable for any direct, indirect, incidental, consequential, financial, legal, or reputational damages arising from:

- Partner services
- Client relationships
- Professional advice
- Third party actions
- Referral outcomes
- Business losses
- Regulatory matters
- Disputes between partners and clients

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11. Modifications

Fresh reserves the right to update or modify these Partner Terms at any time. Continued use of the platform or participation in the Fresh ecosystem following any updates constitutes acceptance of the revised terms.

12. Acceptance

By submitting a partner application, registering an account, or participating in the Fresh partner ecosystem, you confirm that you have read, understood, and accepted these Partner Terms.