

Everon Technologies LLC

Affiliate Portal

Legal Documentation

Terms of Service | Privacy Policy

Effective Date: 5/7/26 • Last Updated: 5/7/26

Terms of Service

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1. Introduction and Acceptance

These Terms of Service (“Terms”) govern your access to and use of the Everon Affiliate Portal (the “Portal”). The Portal facilitates affiliate participation across two vendor programs: XGB and EHP (collectively, the “Vendor Programs”). By registering for, accessing, or using the Portal, you (“Affiliate”) agree to be legally bound by these Terms. If you do not agree, you must not access or use the Portal.

Everon reserves the right to modify these Terms at any time. Continued use of the Portal after any such modification constitutes your acceptance of the updated Terms. It is your responsibility to review these Terms periodically.

2. Definitions

- “Portal” means the Everon Affiliate Portal and all associated services, dashboards, APIs, and tools.
- “Affiliate” means any individual or entity that has registered and been approved to participate in one or more Vendor Programs via the Portal.
- “XGB Program” means the affiliate program administered under the XGB vendor relationship.
- “EHP Program” means the affiliate program administered under the EHP vendor relationship.
- “Commission” means any fee, payment, or reward earned by an Affiliate in connection with a qualifying action attributed through the Portal.
- “Referral Link” means the unique tracking URL or code assigned to an Affiliate for purposes of attribution.
- “Content” means any materials, text, graphics, links, or other information submitted or published through the Portal.
- “Everon” means Everon Technologies LLC, the company operating the Portal, and is used throughout this document as a defined shorthand following its first full reference.

3. Eligibility and Registration

To access the Portal, you must:

- Be at least 18 years of age (or the age of majority in your jurisdiction, whichever is higher);
- Have the legal capacity to enter into binding contracts;
- Complete the registration process and receive written approval from Everon;
- Comply with all applicable laws and regulations in your jurisdiction; and
- Not have been previously suspended, terminated, or banned from the Portal.

Everon may accept or reject any application in its sole discretion and may require additional verification documents before granting access.

4. Vendor Program Participation

4.1 XGB Program

Affiliates participating in the XGB Program agree to:

- Promote XGB products and services strictly in accordance with XGB brand guidelines provided through the Portal;
- Use only approved marketing materials, Referral Links, and promotional codes;
- Not make any representations about XGB products that are false, misleading, or not approved in writing; and
- Comply with all XGB-specific policies as updated from time to time via the Portal.

4.2 EHP Program

Affiliates participating in the EHP Program agree to:

- Promote EHP products and services strictly in accordance with EHP brand guidelines provided through the Portal;
- Use only approved marketing materials, Referral Links, and promotional codes;
- Not make any representations about EHP products that are false, misleading, or not approved in writing; and
- Comply with all EHP-specific policies as updated from time to time via the Portal.

4.3 Dual Participation

An Affiliate may participate in both the XGB Program and the EHP Program simultaneously, provided they maintain compliance with the requirements of each program independently. Commissions, tracking, and reporting are managed separately for each Vendor Program.

5. Commissions and Payments

Commission rates, qualifying actions, and payment thresholds for each Vendor Program are set out in the applicable Program Schedule available within the Portal. Everon reserves the right to modify commission structures with reasonable prior notice.

- Payments will be made according to the payment schedule set out in the Portal for each Vendor Program.
- Commissions are subject to validation and may be withheld or reversed in the event of fraud, returns, chargebacks, or policy violations.
- Affiliates are responsible for all taxes, duties, and levies applicable to Commission payments in their jurisdiction.
- Minimum payout thresholds apply. Amounts below the threshold will roll over to the next payment cycle.
- Payments may be made via methods specified in the Portal and are subject to applicable processing times.

6. Affiliate Obligations and Prohibited Conduct

As a condition of using the Portal, you agree to:

- Provide accurate, current, and complete information during registration and maintain the accuracy of such information;
- Use the Portal and Vendor Programs only for lawful purposes;
- Not engage in any form of click fraud, cookie stuffing, or other deceptive traffic practices;
- Not use spam, unsolicited emails, or misleading advertising to drive traffic;
- Not use the Portal or Vendor Program materials in connection with any illegal, defamatory, obscene, or offensive content;
- Not attempt to reverse-engineer, copy, or misappropriate any proprietary technology or intellectual property of Everon, XGB, or EHP;
- Not create fake accounts, generate fraudulent referrals, or manipulate tracking data;
- Not make any claims about expected earnings or guaranteed income to prospective end users; and
- Promptly notify Everon of any suspected misuse, fraud, or security incident relating to your account or Referral Links.

7. Intellectual Property

All content, branding, trademarks, and intellectual property made available through the Portal remain the exclusive property of Everon, XGB, or EHP respectively. Affiliates are granted a limited, non-exclusive, non-transferable, revocable licence to use approved marketing materials solely for the purpose of participating in the applicable Vendor Program. This licence does not grant any right to sub-license, modify, or create derivative works from any proprietary materials.

8. Term and Termination

These Terms remain in effect for the duration of your participation in the Portal. Either party may terminate the relationship at any time with or without cause upon written notice.

Everon may immediately suspend or terminate your access to the Portal if you: (a) breach any provision of these Terms; (b) violate any applicable law; (c) engage in fraudulent or deceptive conduct; or (d) act in a manner damaging to Everon, XGB, or EHP. Upon termination, any unpaid Commissions that have been validated may be paid out at Everon's discretion, subject to any outstanding disputes or chargebacks.

9. Disclaimer of Warranties

THE PORTAL AND ALL VENDOR PROGRAM MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. EVERON DOES NOT WARRANT THAT THE PORTAL WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, EVERON DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVERON AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PORTAL, INCLUDING LOSS OF PROFITS, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, EVEN IF EVERON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EVERON'S AGGREGATE LIABILITY EXCEED THE TOTAL COMMISSIONS PAID TO YOU IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Indemnification

You agree to indemnify, defend, and hold harmless Everon and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in any way connected with: (a) your access to or use of the Portal; (b) your breach of these Terms; (c) your violation of any applicable law or third-party rights; or (d) any content you submit or publish through the Portal.

12. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions. Any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Portal shall first be attempted to be resolved through good-faith negotiation. If not resolved within thirty (30) days, such dispute shall be submitted to binding arbitration in Florida administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules, unless you opt out in writing within thirty (30) days of first accepting these Terms. The prevailing party in any such arbitration shall be entitled to recover its reasonable attorney's fees and costs.

13. General Provisions

- Entire Agreement: These Terms, together with any applicable Program Schedules, constitute the entire agreement between you and Everon regarding the Portal.
- Severability: If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect.
- Waiver: Failure by Everon to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.
- Assignment: You may not assign or transfer your rights under these Terms without the prior written consent of Everon.
- Notices: Notices to you may be sent to the email address associated with your Portal account. Notices to Everon must be sent to legal@everon.tech.

14. Contact Information

For questions regarding these Terms of Service, please contact:

- Everon Technologies LLC — Legal Department
- Email: legal@everon.tech

Privacy Policy

Effective Date: 5/7/26

Note on Defined Name: Throughout this document, “Everon Technologies LLC” is referred to as “Everon” after its first mention above.

1. Introduction

Everon Technologies LLC (“we”, “us”, or “our”) is committed to protecting the personal information of Affiliates who access the Affiliate Portal to participate in the XGB and EHP Vendor Programs. This Privacy Policy explains how we collect, use, disclose, and safeguard your personal information in connection with the Portal.

By using the Portal, you acknowledge and consent to the data practices described in this Privacy Policy. This Policy should be read in conjunction with our Terms of Service.

2. Information We Collect

2.1 Information You Provide

When you register and use the Portal, we may collect:

- Identity data: full name, date of birth, government-issued ID details (where required for verification);
- Contact data: email address, phone number, mailing address;
- Business data: company name, business registration number, website URL, tax identification number;
- Financial data: bank account details, PayPal address, or other payment information required to process Commission payments;
- Program data: vendor program selections (XGB, EHP, or both), promotional materials used, and campaign details; and
- Communications: messages, support requests, and other correspondence you send through the Portal.

2.2 Information Collected Automatically

When you access the Portal, we automatically collect:

- Technical data: IP address, browser type and version, operating system, device identifiers;
- Usage data: pages visited, links clicked, time spent, referring URLs, and navigation paths;
- Tracking data: cookies, pixel tags, and similar tracking technologies used to attribute referrals and measure campaign performance; and
- Log data: access logs, error logs, and other system-generated records.

2.3 Information from Third Parties

We may receive information about you from:

- XGB and EHP: transaction data, conversion data, and other program-specific performance metrics;
- Payment processors: transaction confirmations and payment status updates; and
- Identity verification services: results of any identity or fraud checks conducted in connection with your registration.

3. How We Use Your Information

We use the personal information we collect for the following purposes:

- Account Management: to create, maintain, and administer your Affiliate account;
- Program Administration: to track referrals, calculate Commissions, and manage your participation in the XGB and/or EHP Programs;
- Payments: to process and remit Commission payments to you;
- Communication: to send you programme updates, policy changes, promotional materials (where consented), and transactional notifications;
- Compliance and Verification: to verify your identity, comply with legal obligations, and prevent fraud;
- Analytics and Improvement: to analyse Portal usage, improve functionality, and develop new features;
- Security: to detect, investigate, and prevent security threats, unauthorised access, and other malicious activity; and
- Legal: to enforce our Terms of Service, resolve disputes, and respond to legal processes.

4. Legal Basis for Processing (where applicable)

Where required by applicable data protection law, we rely on the following legal bases to process your personal information:

- Contractual Necessity: processing required to perform our obligations under the Terms of Service;
- Legitimate Interests: processing for fraud prevention, security, and improvement of the Portal;
- Legal Obligation: processing required to comply with applicable laws and regulations; and
- Consent: where you have given explicit consent, such as for marketing communications.

5. Information Sharing and Disclosure

We do not sell your personal information. We may share your information with:

5.1 Vendor Partners (XGB and EHP)

We share relevant Affiliate data with XGB and EHP for the purpose of administering the Vendor Programs, including tracking referrals, validating conversions, and facilitating Commission payments. Each vendor is subject to its own privacy obligations.

5.2 Service Providers

We engage trusted third-party service providers (e.g., payment processors, analytics providers, cloud hosting providers, identity verification services) who process data on our behalf. These providers are contractually obligated to protect your information and may only use it to perform services for us.

5.3 Legal and Regulatory Authorities

We may disclose your information if required to do so by law, court order, or governmental authority, or where we believe disclosure is necessary to: (a) protect our legal rights; (b) enforce our Terms of Service; or (c) prevent fraud or imminent harm.

5.4 Business Transfers

In the event of a merger, acquisition, asset sale, or restructuring, your personal information may be transferred to the successor entity, subject to the same privacy protections.

6. Cookies and Tracking Technologies

The Portal uses cookies and similar tracking technologies to:

- Maintain your session and authentication;
- Track referral activity and attribute Commissions accurately;
- Analyse traffic patterns and Portal usage; and
- Detect and prevent fraud.

You may control cookie settings through your browser settings; however, disabling certain cookies may affect the functionality of the Portal, including the accurate tracking of your Referral Links. By continuing to use the Portal, you consent to our use of cookies as described in this Policy.

7. Data Retention

We retain your personal information for as long as your Affiliate account is active or as necessary to fulfil the purposes for which it was collected. Following termination of your account, we may temporarily retain certain information to comply with legal obligations, resolve disputes, prevent fraud, and enforce our agreements. Financial records may be retained for a longer period as required by applicable tax and accounting laws.

8. Data Security

We implement appropriate technical and organisational measures to protect your personal information against unauthorised access, loss, destruction, or alteration. These measures include:

- Encryption of data in transit (TLS/SSL) and at rest;
- Access controls and authentication mechanisms;
- Regular security assessments and monitoring; and
- Staff training on data protection obligations.

While we take reasonable steps to protect your information, no method of transmission over the internet is completely secure. You are responsible for maintaining the confidentiality of your Portal credentials.

9. International Data Transfers

Your personal information may be transferred to and processed in countries other than your country of residence, including countries that may not provide the same level of data protection as your jurisdiction. Where such transfers occur, we take appropriate safeguards to ensure your information is protected in accordance with applicable data protection laws, including the use of standard contractual clauses or other approved transfer mechanisms.

10. Your Rights

Depending on your jurisdiction, you may have the following rights with respect to your personal information:

- Access: the right to request a copy of the personal information we hold about you;
- Rectification: the right to request correction of inaccurate or incomplete information;
- Erasure: the right to request deletion of your personal information, subject to certain exceptions;
- Restriction: the right to request that we restrict the processing of your information;
- Portability: the right to receive your personal information in a structured, machine-readable format;
- Objection: the right to object to processing based on legitimate interests or for direct marketing purposes; and
- Withdrawal of Consent: where processing is based on consent, the right to withdraw consent at any time without affecting the lawfulness of prior processing.

To exercise any of these rights, please contact us using the details in Section 13. We will respond to all requests within the timeframe required by applicable law. We may require verification of your identity before processing your request.

11. Children's Privacy

The Portal is not directed at, and we do not knowingly collect personal information from, individuals under the age of 18. If we become aware that we have inadvertently collected personal information from a minor, we will take steps to delete that information promptly.

12. Changes to This Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices or applicable law. We will notify you of material changes by posting the revised Policy on the Portal and updating the effective date. Your continued use of the Portal after any changes constitutes acceptance of the revised Policy.

13. Contact Information

If you have any questions, concerns, or requests regarding this Privacy Policy or our data practices, please contact the Everon team (legal@everon.tech).