

Modified: December 8th, 2022

Ledger Affiliate Program Terms and Conditions

Note: To facilitate the reading and understanding of these Terms, we have defined some important notions. You will find them [at the end of this page](#). Defined terms are those whose first letter is capitalized (whether used in the singular or plural).

1. Welcome to Ledger's Affiliate program

These Terms apply to your use of the Ledger Affiliate Program. We encourage you to read them carefully. Please also refer to the [definitions set out at the bottom of this page](#). The Terms and any attachments related to it, including our Sales Terms and Conditions, Privacy Policy and Cookie Policy, and, applicable guidelines, form a legal Agreement between you and Ledger for your use of the Ledger Affiliate Program.

These Terms define the terms and conditions under which you are allowed to use the Ledger Affiliate Program. If you do not agree to these Terms, you must immediately discontinue your use of the Ledger Affiliate Program.

You acknowledge the acceptance of the Terms of Use by having filled the details necessary for the creation of your Account, having checked the box stating "I have read and accept the Terms of Use of the Ledger Affiliate Program" and having clicked the "Sign-up" button, thereby assenting to these Terms between Ledger and you.

2. How to participate in the Ledger Affiliate Program?

What are the different steps to create an Account? You will be able to access the Affiliate Landing Page. At this stage, you have the possibility to register either with the Ledger Internal Affiliate Platform.

To create your Account you need to provide a Bitcoin Address and create a password on the Affiliate Interface.

Note: The Bitcoin Address you provide will be the Bitcoin address to which Ledger service provider will send the rewards. Please be aware that Ledger is not responsible in case of mistake with the Address.

The creation and management of your Account follows our [Privacy Policy](#).

3. When will my Affiliate Account be validated?

You can either choose to have your Affiliate Account to be validated upon your request or wait until you claim your Affiliate Commission for the first time.

What are the conditions for your Affiliate Account to be validated? For your affiliation to be validated You shall:

- Declare the source of your Traffic (it will be requested from you to declare the principal medium on which you will use your Affiliate Link (website, blog, Instagram, YouTube, TikTok, etc.);
- Provide all the necessary extra-documents required for your registration as described hereunder;
- If the validation happens when You claim your Affiliate Reward for the first time, then, You shall have reached the minimum payment threshold of €50,00 (fifty euros) and a minimum of 2 (two) orders generated since the creation of the Affiliate Account;

What extra-documents will be required from You for your Affiliate Account to be validated? The following documents will be requested from you at the moment of the creation of your Account or when you chose to receive your compensation:

- Additional information and documents regarding your residence address or headquarters address (as relevant), on whether or not you are subject to VAT, GST or other sales taxes, and relevant identification number if any, and a copy of identification document, i.e. if you are an individual, official ID or passport, as well as, if address is different in these documents than residence address, a written proof of the residence address, and if you are an entity, a copy of the registration document (KBIS extract or equivalent);
- Valid invoice in respect of the services performed and duly fulfilled by You.
To this end, You will be able to use the example form provided by Ledger, it being understood that this process has been set up solely as a platform intended to facilitate the relationship with Affiliates and to help them with the issuance of their invoices under their control, subject to the completion by themselves of any mandatory information, subject to their corrections of any erroneous information contained in the draft invoice that the helping platform has generated, and subject to their validation of that invoice as containing a true and complete information and as being their invoice. For the avoidance of doubt, it is further specified that it is the responsibility of the Affiliates to add in these invoices all VAT, GST or any other sales tax to be levied under any applicable laws on the affiliation services that Affiliates provide, and to remit such taxes to the appropriate tax authorities in a timely manner and following the proper return process. In no event Ledger is to be considered as having been mandated by the Affiliates to do their invoicing or is in any manner whatsoever to be considered as responsible for the content of the invoices issued by the Affiliates with the help of Ledger's platform, and it is the responsibility of any Affiliate who would generate its own invoices in its own invoicing system to send these invoices to Ledger on the dedicated invoicing platform. You agree in advance that if Ledger considers the invoice received as invalid, the document generated with the help of Ledger's platform will be considered by the parties as the invoice received by Ledger from You.

4. How does the Ledger Affiliate Program work?

How do I earn an Affiliate Reward? Once your Account is created you can obtain a Link that you will be able to share. By clicking on the Link, the Visitor will be redirected to the Website and a custom "Ledger e-shop". Once redirected, the Visitor can purchase a Product. If the purchase of the Product becomes a Qualified Affiliation you will be able to claim the Affiliate Reward.

To participate in the Ledger Affiliate Program, You must comply with all the rules set out in articles 5 and 6 of these Terms regarding the Link and the authorized/unauthorized uses.

Ledger reserves the right to terminate any Affiliate Account not complying with the rules.

Keep in mind that any terminated Affiliated Account, for non-compliance with the present Terms, cannot be reinstated.

What is Qualified Affiliation? A Qualified Affiliation is considered valid when a Visitor concludes a payment according to Ledger's payment instructions. In case the Visitor cancels his order or requests a refund for any legitimate reason, after Ledger paid the Affiliate for its compensations owed in connection with such order, the amounts paid to the Affiliate on the basis of this order will be deducted from the next payments owed to the Affiliate.

What is the reward? For each Qualified Affiliation, you will earn a minimum 10% compensation of the final sales price (after applied discounts, and excluding VAT, GST and similar sales taxes and delivery costs excluded) as actually paid by the Visitor, provided that the payment is requested and the conditions provided for hereafter are satisfied. The compensation rate may be changed by Ledger.

How can I claim and receive my reward? In order to receive the compensation payments for the Qualified Affiliations, you shall:

- Have declared the source of your Traffic;

- Have provided the necessary extra-documents;
- Have reached the minimum payment threshold of €50,00 (fifty euros) and a minimum of 2 (two) orders generated since the creation of the Affiliate Account;
- Click on a button, in view of materializing the option to be paid within 8 days, at least once in every 12 months.

You hereby acknowledge and understand your primary obligation to exercise the option to be paid, in accordance with the foregoing, otherwise, the portion of the sum of reward on Qualified Affiliates generated before the past 12 months for which You would not have exercised your option for being paid within 8 days will be brought down to 0.

In what currency will I receive my reward? Payments will be made in bitcoin, by a third party appointed by Ledger, within a maximum of thirty (30)-day delay starting on the date of such conditions being met. The amount owed to the Affiliate will be calculated on the basis of the conversion rate between euros and bitcoins as set out by Bitfinex and applicable on the day of the payment.

What about taxes? You are solely responsible for the payment of all taxes for payments made to You within the Ledger Affiliate Program.

5. Eligibility

To become an Affiliate:

- You represent and warrant that you are at least 18 years of age. If You have not reached the age of 18, You are not allowed to participate in the Ledger Affiliate Program.
- You represent and warrant that the information furnished to Ledger about Yourself is true, accurate, up to date and complete and you agree to update such information on the Affiliate Interface as necessary to maintain its truth and accuracy. You must notify Ledger immediately of any changes in the information by updating the information on the Affiliate Interface.
- You represent and warrant that either the rights to all information and content on the website you place Links in belong to You, or that the owner of the website has given to You permission to such publication. You also represent and warrant that the information on the Affiliate's website do not infringe any rights of third parties, including intellectual property rights, and that such information and productions are, and shall not be, offensive or prohibited.
- You represent and warrant that you have all the rights of ownership on the BTC payout address indicated as your BTC payout address.

As an Affiliate, it will be requested from you to declare what your traffic source is, what medium you use to reach out to your community (website, blog, Instagram, YouTube, TikTok, etc.) and what your used media accounts are to promote your Affilite Link.

You warrant that most of Your Affiliate Traffic is generated through your declared traffic source and medium.

If you do not comply with the above rule, Ledger reserves the right to terminate Your Affiliate Account.

As an Affiliate, you are solely responsible to ensure that the websites used to place Links comply at all times with all applicable laws, rules and regulations, including but not limited to any copyright laws. You must comply with all the rules laid out below in 5. *Unauthorized uses*.

You must notify Ledger immediately of any known or suspected improper or wrongful use of the Links to the Linked Websites and/or to the Ledger Affiliate Program or of Ledger's service in any way whatsoever, including with regard to Sanctions Authorities' requirements.

6. Unauthorized uses of the Ledger Affiliate Program

You agree to only use the Ledger Affiliate Program for the purposes intended and as permitted by these Terms and in accordance with applicable laws. If you use the Ledger Affiliate Program in breach of these Terms or applicable laws we may suspend your use of the Ledger Affiliate Program.

You, the Affiliate, shall not participate in both the Ledger Referral Program and the Ledger Affiliate Program.

As an Affiliate, you are eligible to invite others to visit Ledger's Websites by sharing your Link. Your Link should be used as a personal invite, and not for commercial purposes. It is prohibited to do the following while using your Link:

- You will not engage in typo-squatting.
 - You must not promote your Link through the use of paid advertising with Ledger-related keywords. This includes, but is not limited to, bidding or running ads search brand keywords that include "Ledger" or any similar variations or using the Ledger brand in your ad copy (e.g., the your domain names must not include or use "ledger or misspellings of "ledger"). Misspellings of domain names include those with missing or extra characters and wrong character sequences.
 - You must not (i) bid for search engine traffic using the Ledger brand keywords "Ledger", "Ledger Nano S", "Ledger Nano X", "Ledger Blue", "Ledger Live", "Ledger Vault" or similar terms, or any misspellings of them, and (ii) place Links on search engine advertising platforms such as AdWords or Bing Ads. You must endeavor to ensure that websites on which you placed Links remain below Ledger's own paid search ads at all times on such search engine advertising platforms.
- You will not infringe the Ledger's trademarks.
 - You must not own or place Links in a domain which includes the trademark of Ledger.
 - Any content or images used from Ledger websites must be expressly allowed for use by Affiliate partners in the Ledger Affiliate Program.
 - If You place the Links into a visual, such visual shall (i) comply with the Ledger's brand universe, (ii) not contain any illicit or degrading content and (ii) comply with any instructions provided by Ledger to You in writing or verbally from time to time.
 - You must use the Links only in the form in which they are provided by Ledger and, in particular, must not use URL reducers when placing the Links in.

You acknowledge that all rights, titles, and interests on any intellectual property rights in and to Ledger's products, materials, services and Linked Websites, including all derivative works, inventions, ideas, concepts, methods, know-how, and processes, including without limitations any customizations, modifications, integrations or enhancements thereto, or associated materials, are and shall at all times vest exclusively with Ledger. You will not acquire any licence and/or right of ownership in or use of, whatever the context or purpose, as in/of any references, Linked Websites, distinctive signed, emblems, logos, marks, trademarks, works, texts relating to Ledger, which remain Ledger's exclusive ownership.

- You will not tarnish Ledger's reputation.
 - You must not operate or utilize a website or email a Link to such a website which contains or promotes any of the following types of content: illegal, violent, libelous, defamatory, obscene, abusive, hacking, bigoted, anti-brand messaging or that offer illegal goods or services.
 - You must not use or place Links on copycat sites, sites under construction, doorway pages, sites or pages with automatic redirect.
 - You must not spam, mass email, or perform any similar mass messaging. You warrant the following: (i) each addressee on an email list has opted-in to receive emails from You; (ii) upon request the You will provide verified opt-in status for recipients of mailing lists used to promote Ledger products; (iii) each email sent by the You must contain instructions to unsubscribe from receiving future emails. Your e-mail address must be included in all Affiliate emails. You must not use the Ledger brand name or misspellings in the "From" address line.
 - When placing the Links into a content (banners, emails or any other advertising formats), you must ensure that this content is not misleading, aggressive or unfair, as provided by Directive 2005/29

dated 11 May 2005. In particular, you shall ensure that information on the Ledger products, their prices or any applicable discounts, strictly complies with the latest information provided by Ledger to you. You warrant Ledger against any claim from any third party regarding such content.

- You must not use automated systems, bots or scripts..
- You must not use any paid adds, including but not limited to Google Adds, to display your Link.
- You must refrain to use search engine in any way that could lead to an automated display of your Link.
- You must not use adware/malware to place Links in.
- You are not allowed to place Links on couponing or cashback sites.
- You will not use your Affiliate Link with a malicious intent.
 - You must not in any way generate or contribute to generating Artificial Traffic to Linked Websites.
 - You must not interfere or disrupt any other person from using the Linked Website, including but not limited to by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature, or in any other manner encourage or facilitate violations of these Terms of Use
 - You are not allowed to broadcast to a similar audience your Affiliate Link and your Referral Link if you have one.
 - You must not purchase Ledger products through any Links in the objective of getting a discount / retro-commission. Some examples of such forbidden use, and subject to you providing the proof of the contrary, are:
 - any bulk purchase made through an Affiliate Link will be deemed by Ledger as made in this objective, ***given that the Ledger Affiliate Program is not meant for resellers;***
 - any purchase made for yourself, through an Affiliate Link;
 - when 5 or more orders through an Affiliate Link are sent to the same address;
 - etc.
 - **In any of those case, Ledger reserves the right to terminate immediately the Affiliate Account.**

As an Affiliate, You must refrain from making any warranties and/or representations concerning Ledger or assume any obligation of any kind whether express or implied on behalf of Ledger. You are not allowed to use Ledger's intellectual property rights, except if and as explicitly authorized under these Terms. You must not violate any rules, guidelines or instructions that Ledger may convey with respect to Ledger Affiliate Program, impersonate any person or entity, or making any false statement pertaining to your identity or engage in any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law.

As an Affiliate, you shall respect your confidentiality obligations and shall:

- Keep confidential all information and know-how transmitted to You that:
 - Ledger has designated as proprietary and/or confidential, or
 - concerns, but is not limited to, Ledger's new products, future promotions and future activations;
 - by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ; and
- Only and strictly use such confidential information and know-how under the terms, for the purposes of and during the existence of this Agreement (your obligation under this Agreement with respect to any particular information shall extend to the earlier of such time as such information is publicly available through no fault of the receiving party or five (5) years following termination of the Agreement).

As an Affiliate, you must comply with laws at all times.

- You shall not target countries or individuals subject to Sanctions, and hereby represent and warrant that you will undertake all necessary endeavors not to generate traffic nor facilitate any sales of Ledger's products and services to such countries or individuals.
- You shall provide us with the correct information regarding your name, surname, address, BTC address and/or any other information required for your use of the Ledger Affiliate Program and hereby represents and warrants that any information provided by You is valid.
- At Ledger's request, you must inform Ledger where the Affiliate Link is broadcasted and/or placed.
- You shall not deviate from any of the obligations as defined by these Terms, without having obtained the prior written permission from Ledger.

- You must promptly notify our Customer Support Team about any possible misuse and incident related to the Ledger Affiliate Program.

7. External resources

In the case You are provided with links to external resources while browsing the Ledger Affiliate Program, use them carefully as they are outside of our control. You acknowledge Ledger cannot be held responsible for any failures or damages caused by a third-party resource.

8. Warranty and disclaimer

Ledger will use a reasonable level of skill and care to ensure that the Ledger Affiliate Program can be accessed by You in accordance with these Terms, but there are no guarantees that access and features will not be interrupted or that there will be no delays, failures, errors, omissions, corruption or loss of transmitted information. The Ledger Affiliate Program is provided “as is” without any warranty of any kind, either express or implied, and in particular without implied warranties of merchantability, reliability, and fitness for a particular purpose.

You are solely responsible for safeguarding your assets and Ledger has no duty to you or any user except as otherwise provided under these Terms. You are responsible for your Account, devices, personal information, and conduct.

Disclaimer

The information included on Ledger Live, the App or the Website does not constitute legal, financial, or investment advice and is not intended as a recommendation for buying, trading, or selling crypto assets. It is recommended to do your own research before starting to buy, trade, or sell crypto assets. Ledger SAS, Ledger Technologies Inc., and all other companies mentioned on Ledger Live, the App or the Website will not be responsible for the consequences of reliance upon any opinion or statement contained herein or for any omission.

You are solely responsible for providing the right Bitcoin Address and for the management of your Account and its access.

9. Limitation of liability

To the maximum extent permitted by law, in no event will Ledger, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for (1) any indirect, special, incidental, punitive, exemplary, or consequential damages; or (2) any loss of use, data, business, or profits (whether direct or indirect), in all cases arising out of the use or inability to use Ledger’s services, third party resources, regardless of legal theory, without regard to whether Ledger has been made aware of the possibility of those damages, and even if a remedy fails of its essential purpose.

Ledger will not be liable in case of failure of the Linked Websites, interruptions in the accessibility to the Linked Websites, infringements on data or loss of data on the information handling system, defects in the security system or viruses or other harmful software components in the Linked Websites or for any damage caused by viruses or components to the Affiliate’s software and/or the Affiliate’s website. Ledger shall not be liable for any error in the implementation of the Links the Affiliate places on websites or for the specified function of the Links.

Nothing in these Terms removes or limits Ledger’s liability for fraud, fraudulent misrepresentation, death, or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

10. Indemnity

You (and any third party for whom You operate a website that links to the Linked Website) shall indemnify, defend and hold Ledger and each of their officers, directors, members, employees, affiliated entities, subcontractors and agents harmless against any claims, losses, damages, expenses (including reasonable attorneys’ fees) arising out of a breach by You of these Terms, an actual or alleged infringement of a person’s

intellectual property rights You, of the contents of Your website and/or social, of any incorrect information given to Ledger by You (in particular, information given under articles 2, 3 and 4 of these Terms of Use), of Your improper, negligent or unauthorized use of Ledger's Affiliate Interface and technical problems or loss of data caused by You on Ledger's website, or of any promotion related to Ledger products that You administers on your website or any other platform.

You shall cooperate as fully required by Ledger, as applicable, in the defense of any such claim.

Ledger reserves the right to assume the exclusive defense and control of any matter subject to indemnification by You, and You will not settle any claim without the prior written consent of Ledger (which shall not be unreasonably withheld).

11. Data protection

In the course of its activities, Ledger may have to process and collect personal data.

As a data controller, Ledger processes personal data under the terms set out in the French Law no. 78-17 of 6 January 1978, known as "Informatique et Libertés" amended, and the General Data Protection Regulation (the Regulation (EU) 2016/679).

Information regarding the way in which Ledger uses the Data and how cookies are used on the Website can be found in our [Privacy Policy](#) and our [Cookies statement](#).

12. Term and termination

These Terms will continue to apply as long as You use the Ledger Affiliate Program. Ledger may terminate these Terms or suspend your access to the Ledger Affiliate Program at any time, including in the event of your actual or suspected unauthorized use of the Ledger Affiliate Program, or non-compliance with these Terms:

- Ledger can terminate the Ledger Affiliate Program or a person's ability to participate at any time for any reason and without notice.
- Ledger reserves the right to suspend accounts, cancel the ability to use the Link or refuse a transaction if we notice any activity we believe fraudulent, improper, or unlawful or if we have reason to assume you are in breach of these Terms.
- Ledger reserves the right to review and investigate all affiliate activities and to suspend accounts or modify referrals as deemed fair and appropriate.

If you or Ledger suspends your access to the Ledger Affiliate Program, you agree that Ledger shall have no liability or responsibility to You.

Sections of these Terms, that, either expressly or by nature, must remain in effect even after termination of these Terms, shall survive termination.

13. General

13.1. Entire agreement

Except where otherwise provided, these Terms constitute all the terms and conditions agreed upon between you and Ledger and supersedes any prior agreements in relation to the subject matter of these Terms.

In the event of any conflict between these Terms and any other document referred to herein, these Terms shall prevail.

13.2. Severability and waiver

In the event that any provision of these Terms is declared void or inapplicable, it shall be deemed to be replaced by a valid provision reflecting as closely as possible the objective pursued by the original provision. The other provisions shall not be affected and shall remain in full force and effect.

The fact that Ledger does not exercise its rights arising from these Terms does not in any case constitute a waiver or loss of these rights.

13.3. Assignment

Ledger may assign these Terms or any part of them, and Ledger may delegate any of its obligations under these Terms. You may not assign these Terms or any part of them, nor transfer or sublicense your rights under these Terms, to any third party.

13.4. Changes to the Terms

We reserve the right to change these Terms at all times by publishing an amended version on the Ledger website. You are free to decide whether or not to accept a revised version of these Terms. If You do not agree to any revised version of these Terms, You must discontinue your use of the Ledger Affiliate Program.

13.5. Governing Law & Jurisdiction

These Terms shall be governed by the laws of France. Any dispute regarding the validity, interpretation, execution, termination, or nullity of these Terms of Use, or the breach of the business relationship, will be exclusively settled, if it cannot be resolved amicably, by the courts within the jurisdiction of the Court of Appeal of Paris (France), even in the case of plurality of defendants or of call in guarantee.

In the event of a complaint or a question relating to the Ledger Affiliate Program, please contact Ledger [via the live chat available at the bottom right of your screen here](#) making sure to provide any information to Ledger to allow it to assess the origin and implications of your complaint or question.

Note: Rest assured, the data you provide to analyze your request is processed in strict compliance with our [Privacy Policy](#).

14. **Definitions**

“Account” means the Affiliate account the Affiliate created and on which he can track the state of Affiliate Rewards.

“Agreement” is the collective term that encompasses these Terms, the Sales Terms and Conditions, the Privacy Policy, and the Cookie Policy.

“Affiliate” or **“You”** means the person any person who has reached the age of majority in its country and who shares its Link after creating its Account.

“Affiliate Interface” means the login-protected website that provides the Affiliate with reporting on activity and commissions, account and service management, and access to the Terms, as it may be updated from time to time.

“Affiliate Landing Page” means the website page on which the Affiliate may choose between creating an Affiliate Account with a compensation in Bitcoin or in Fiat.

“Affiliation Reward” refers to a reward granted to a Ledger Affiliate who shall not be participating in the Ledger Referral Program.

“Artificial Traffic” is a collective term for invalid Clicks and Transactions, which may originate (for example and without limitation) from automatic openings, spiders, robots, requests in email or chat rooms, script generators and Clicks which are not generated by a browser, Clicks which are not preceded by an active act of a Visitor who wants to reach a certain website.

“Bitcoin Address” or **“BTC Address”** means the unique BTC identifier You provide in order to receive the Affiliation Reward.

“Click” means a click by a Visitor on a link the Affiliate has placed connecting to a Linked Website.

“Ledger” means Ledger SAS, Ledger Technologies Inc., and all other entities that are part of the Ledger group of companies.

"**Link**" means a link as provided by Ledger to the Affiliate, redirecting towards a Linked Website and placed by the Affiliate on a website he owns or a third-party website.

"**Linked Website**" (www.ledgerwallet.com, www.ledger.fr, www.ledger.com, shop.ledger.com.) means any of the aforementioned websites, featuring Ledger products and administered by Ledger, which is connected to a Link.

"**Product**" means any Ledger product or bundle of products sold on Ledger website at the exclusion of accessories.

"**Qualified Affiliation**" occurs when a Visitor purchases a Product through the Link an Affiliate provided. Only successfully completed purchases are accepted for a Qualified Affiliation.

"**Sanctions**" means any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations imposed by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the United Nations Security Council, Hong Kong the European Union, Her Majesty's Treasury, and any other relevant sanctions authority (collectively, the "**Sanctions Authorities**").

"**Terms**" means these general terms and conditions applicable to your use of the Ledger Affiliate Program.

"**Transaction**" means a Visitor who has connected to a Linked Website through a Link and who has purchased a Ledger product featured on the Linked Website.

"**Traffic**" is a collective term for valid Clicks and Transactions.

"**Visitor**" means any person who connects to a Linked Website via a Link.