Geoffy

Geoffy Ltd
Company number 17295484
20 Wenlock Road, London, England, N1 7GU

GEOFFY PARTNER PROGRAMME · VERSION 1.1

Partner Programme Terms

Version 1.1, 17 November 2026.

Draft, subject to legal review

These Terms apply to every partner in the Geoffy Partner Programme. They form part of each Partner Agreement that refers to them. The Partner Agreement sets out the Partner's details and commercial terms.

1. Definitions and interpretation

1.1 In these Terms, these words have these meanings:

“Agreement”
means the Partner Agreement between Geoffy and the Partner, together with these Terms.

“Business Day”
means a day that is not a Saturday, a Sunday or a public holiday in England.

“Client Agreement”
means the agreement between Geoffy and a client for the Services.

“Clock”
has the meaning in clause 6.2.

“Commission”
means the amount that Geoffy pays to the Partner under clause 6, at the rate in the Partner Agreement.

“Company Partner”
means a Partner that is a company or other business.

“Competing Role”
means any role, engagement or financial interest that the Partner, or any of its directors, partners or staff who work on the Agreement, has with a product or platform that competes with the Services.

“Confidential Information”
has the meaning in clause 12.1.

“Geoffy”
means Geoffy Ltd, a company registered in England and Wales with company number 17295484, whose registered office is at 20 Wenlock Road, London, England, N1 7GU.

“Individual Partner”
means a Partner that is an individual.

“Leaves”
has the meaning in clause 6.4.

“Net Collected Revenue”
means the subscription fees for the Services that Geoffy receives in cleared funds for a Referred Client, after VAT and sales taxes, refunds, credits, chargebacks and payment reversals, and after the platform, app store, payment and currency conversion fees on those fees. It includes recurring fees for paid add-ons. It does not include one-off fees, set-up fees, consultancy or enterprise services, unless the Partner Agreement says otherwise.

“Parent Partner”
and “Sub-partner” have the meanings in clause 5.1.

“Partner”
means the partner named in the Partner Agreement.

“Partner Agreement”
means the signed agreement between Geoffy and the Partner that sets out the Partner's details and commercial terms, and that refers to these Terms.

“Portal”
means the Geoffy partner portal at partners.geoffy.ai, or any other address that Geoffy gives the Partner in writing.

“Programme”
means the Geoffy Partner Programme.

“Quarter”
means each of these periods in a calendar year: 1 January to 31 March, 1 April to 30 June, 1 July to 30 September, and 1 October to 31 December.

“Qualifying Payment”
means a payment above £0 for a paid subscription to the Services, at full price or at a discounted price. A free trial or a free period is not a Qualifying Payment.

“Recovery Window”
means 14 days from the date a payment first fails.

“Referral Code”
means a unique code that Geoffy gives the Partner in the Portal for one prospective client, and the referral link that carries it.

“Referred Client”
has the meaning in clause 4.2.

“Services”
means the software services that Geoffy provides to clients, as Geoffy describes them on its website from time to time.

“Statement”
has the meaning in clause 8.1.

“Sub-partner Addendum”
has the meaning in clause 5.2.

“Terms”
means these Geoffy Partner Programme Terms, in the version that the Partner last accepted in the Portal.

1.2 Clause headings do not change the meaning of the Agreement. “Including” means “including without limitation”. “Writing” includes email and messages sent through the Portal.

1.3 If the Partner Agreement conflicts with these Terms, the Partner Agreement has priority.

2. Appointment

2.1 Geoffy appoints the Partner as a non-exclusive partner in the Programme. The Partner may introduce clients to the Services. If a client asks, the Partner may also operate the Services for that client as the client's own service provider.

2.2 Geoffy may appoint other partners in any territory. Geoffy may also sell the Services direct to any client.

2.3 The Partner is an independent contractor. The Agreement does not create employment, a partnership, a joint venture or an agency. The Partner has no authority to make a contract or a promise for Geoffy.

3. How Referred Clients buy and pay

3.1 Each Referred Client makes its Client Agreement directly with Geoffy, on Geoffy's standard terms. It pays Geoffy directly, or through the platform or app store it buys through, at the prices that Geoffy publishes or agrees with that client, unless the Partner pays for its account under clause 3.5.

3.2 Except under clause 3.5, the Partner does not resell the Services, set their price, or collect or hold money for them.

3.3 The Partner sets its own fees for its own work for its clients, for example retainers, set-up and strategy. The Partner keeps all of those fees. Geoffy has no claim to them.

3.4 Geoffy may accept or refuse any client. Geoffy may change its prices, plans and Services at any time.

3.5 Agency-billed accounts. The Partner may pay Geoffy for a Referred Client's account. If it does:

(a) the client is still a Referred Client, and Commission is due on the Net Collected Revenue that Geoffy receives from the Partner for that account, under clauses 6 to 8;

(b) the Partner pays Geoffy at Geoffy's prices for that account, on Geoffy's payment terms;

(c) the Partner may set its own price to its client, and collects that money itself; and

(d) the client must still accept Geoffy's terms of use for the Services.

3.6 When the Partner operates the Services for a client, the Partner acts under its own agreement with that client. The Partner must follow the Client Agreement and Geoffy's published documentation. The Partner is responsible for what its staff do in the client's account.

4. Referral codes and attribution

4.1 When the Partner registers a prospective client under clause 4.4 and Geoffy accepts the registration, Geoffy will give the Partner a Referral Code for that client only, in the Portal. A Referral Code works for 180 days from the date Geoffy gives it. After that it expires, and the Partner may ask for a new one. Geoffy will check the registration again before it gives a new code.

4.2 A client becomes a “Referred Client” of the Partner only when:

(a) it enters the Referral Code that Geoffy gave the Partner for that client when it signs up to the Services, or Geoffy adds the code under clause 4.5. A referral link that fills in the code counts as entering it;

(b) when it signs up, it is not already a paying client of Geoffy, and it is not a Referred Client of another partner whose Clock is still running, except as clause 7 allows;

(c) it makes a Qualifying Payment; and

(d) if clause 4.8 applies, Geoffy has approved the referral.

4.3 A client has one partner at a time. If more than one valid Referral Code could apply, the first valid code entered has priority. A client cannot change its Referral Code after sign-up, except as clause 7 allows.

4.4 The Partner may register a prospective client in the Portal, with its name, website domain and contact email. A registration shows the Partner's intent only. It does not make the client a Referred Client. Geoffy may limit how many clients the Partner can register in a day.

4.5 If a client forgets to enter the Partner's Referral Code at sign-up, the Partner may ask Geoffy to add it. Only Geoffy can add a code after sign-up. Geoffy will consider each request in good faith and record the reason for its decision.

4.6 The Partner must not register its own business or store, or use a Referral Code for it, unless Geoffy agrees in writing.

4.7 Geoffy keeps the record of Referral Codes and Referred Clients. That record is final, unless it contains a clear error.

4.8 If Geoffy already has an open sales deal with a client when it signs up with the Partner's Referral Code, Geoffy will review the referral before it counts. Geoffy will decide in good faith and tell the Partner the outcome.

4.9 Each Referral Code is for the client that Geoffy gave it for. If a different client signs up with it, the sign-up does not count unless Geoffy approves it.

5. Sub-partners

5.1 A partner in the Programme may introduce another partner to Geoffy. The introducing partner is the “Parent Partner” and the partner it introduces is its “Sub-partner”. Each signs its own Partner Agreement with Geoffy.

5.2 The arrangement between them is set out in an addendum signed by Geoffy, the Parent Partner and the Sub-partner (a “Sub-partner Addendum”). It records the Sub-partner's share of the Parent Partner's Commission rate, from 0% up to the full rate, and its start date.

5.3 On the Sub-partner's Referred Clients, Geoffy pays the Sub-partner its share and the Parent Partner the rest of the Parent Partner's rate. Geoffy pays each of them directly.

5.4 The total Commission on a Sub-partner's Referred Client is never more than the Parent Partner's rate.

5.5 A Sub-partner cannot have its own Sub-partners.

5.6 A change to the split needs a new Sub-partner Addendum signed by all three parties. Clients referred before its start date keep the split that applied when they were referred.

6. Commission

6.1 For each Referred Client, Geoffy will pay the Partner Commission at the rate in the Partner Agreement on the Net Collected Revenue that Geoffy receives from that client during its Clock.

6.2 Each Referred Client's “Clock” starts on the date of its first Qualifying Payment and lasts for the duration in the Partner Agreement. The Clock runs continuously. It does not pause, extend or restart if the client leaves, pauses its subscription or pays late, except as clause 7 says.

6.3 Commission accrues only on money that Geoffy receives. It does not accrue on bookings, on contract value, on invoices that the client has not paid, on free trials or on free periods. If a client pays a discounted price, Commission is on the discounted amount that Geoffy receives.

6.4 A Referred Client “leaves” when it ends its paid subscription, or when a payment fails and Geoffy does not recover it within the Recovery Window. It leaves on the last day of its last paid billing period. Commission stops when it leaves. If Geoffy recovers a failed payment within the Recovery Window, the client has not left, and Commission is due on the recovered payment as normal.

6.5 Refunds and chargebacks.

(a) If Geoffy refunds an amount, or a client charges back an amount, no Commission is due on that amount.

(b) If Geoffy has already paid that Commission, Geoffy will deduct it from the next Statement, by a debit note where clause 8.2 applies.

(c) If no Commission becomes due within 6 months, the Partner must repay the amount within 30 days of Geoffy's written request.

6.6 Geoffy pays Commission on a Referred Client's payment to one partner only, except for the sharing between a Parent Partner and its Sub-partner under clause 5.

6.7 Geoffy may deduct from Commission any amount that the Partner owes Geoffy under the Agreement.

6.8

All amounts in the Agreement are exclusive of VAT. If the Partner is registered for VAT, VAT is added at the correct rate on the self-billed invoice under clause 8.2, or on the Partner's invoice under clause 8.3. The Partner is responsible for its own taxes. An Individual Partner is responsible for its own income tax and National Insurance.

7. Returning clients

7.1 If a Referred Client leaves, Commission stops and its Clock keeps running.

7.2 If the client returns without any partner's Referral Code, no Commission is due. The Clock keeps running.

7.3 If the client returns with the same partner's Referral Code before its Clock ends, that partner earns Commission at its full rate for the rest of the Clock. The Clock does not restart.

7.4 If the client returns with a different partner's Referral Code before its Clock ends:

(a) the new partner becomes the client's partner, and the previous partner's Commission on that client ends;

(b) the new partner earns Commission at 50% of its own rate, for its own duration in the Partner Agreement, from the client's first Qualifying Payment after it returns; and

(c) if the client returns on a higher-priced plan than the one it left, the new partner earns its full rate instead. Geoffy decides the plan comparison when the client returns.

7.5 If the client returns after its Clock has ended, and it has had no paid subscription for 90 days or more in a row, it counts as a new client. The partner whose code it enters earns its full rate with a new Clock. If the client returns within 90 days, no Commission is due.

7.6 If a client that has never been a Referred Client returns with the Partner's Referral Code less than 90 days after it left Geoffy, the Partner earns Commission at 50% of its rate, or its full rate if the client returns on a higher-priced plan, for its own duration in the Partner Agreement. If it returns after 90 days or more, it is a new Referred Client at the full rate.

7.7 Geoffy identifies returning clients by store domain, billing email and other account details. Geoffy's decision is final, unless it contains a clear error.

7.8 The Portal shows the Partner only the months left on its own Clock. Geoffy will never show the Partner another partner's terms.

7.9 Geoffy may review any returning client before a new Clock starts, including any client that left in the last 60 days of a Clock and any partner with several returning clients. A new Clock starts only when Geoffy approves it.

7.10 The Partner must not induce, advise or coordinate with any client to cancel, pause or re-create an account, or to create a duplicate store account, in order to restart or extend a Clock. If it does, it loses its Commission on that client, Geoffy may recover Commission already paid on that client under clause 6.5, and Geoffy may end the Agreement under clause 17.4.

8. Statements, self-billing and payment

8.1 Statements and payment dates. Geoffy will issue a statement of Commission (a “Statement”) for each Quarter in the Portal. Each Statement covers the Net Collected Revenue that Geoffy received from Referred Clients in the Quarter, and the Commission on it. Geoffy will issue the Statement before the payment date, and pay it on the last Friday of the month after the Quarter ends (April, July, October and January).

8.2 Self-billing. If the Partner Agreement says self-billing applies (the default):

(a) Geoffy will issue a self-billed invoice for the Commission on each Statement. If the Partner is not registered for VAT, the Statement is a statement of Commission with no VAT, and the Partner does not send an invoice;

(b) the Partner agrees that Geoffy may issue self-billed invoices for all Commission under the Agreement, and agrees to accept each one, subject to its right to dispute it under clause 8.5;

(c) the Partner will not issue its own invoices for Commission under the Agreement;

(d) the Partner will tell Geoffy at once, in writing or through the Portal, if it stops being registered for VAT, transfers its business as a going concern, or registers under a different VAT number. Geoffy will not self-bill under a new VAT number until the parties have agreed a new self-billing arrangement;

(e) each self-billed invoice will be marked "SELF-BILLING". Where VAT applies, it will show the Partner's VAT number and state: "The VAT shown is your output tax due to HMRC";

(f) if an amount on a self-billed invoice must be reduced, Geoffy will issue a debit note;

(g) Geoffy will issue self-billed invoices itself, through the Portal. It will not outsource them to a third party without telling the Partner in writing; and

(h) this self-billing arrangement starts on the date of the Partner Agreement and ends when the Agreement ends. Geoffy will review it, and check the Partner's VAT registration, at least every 12 months.

8.3 Partner invoices. If the Partner Agreement says self-billing does not apply, the Partner must send Geoffy an invoice for the amount on each Statement, through the Portal or by email. Geoffy will pay a valid invoice that matches the Statement on the payment date in clause 8.1, or within 10 Business Days of receiving it if it arrives after that date.

8.4 Geoffy pays by bank transfer in pounds sterling to the account that the Partner has given in the Portal. If that account is outside the UK, any international transfer fee comes off the payment.

8.5 If the Partner disagrees with a Statement, it must tell Geoffy in writing within 60 days of the Statement date. After 60 days the Statement is final, unless it contains a clear error or there is fraud.

8.6 Geoffy will keep accurate records of the Net Collected Revenue from Referred Clients. If the Partner disputes a Statement, Geoffy will give the Partner reasonable evidence to support it.

8.7 The Partner can change its bank details only through the Portal. Geoffy will confirm each change with the Partner's main contact before it pays into the new account. Geoffy is not responsible for a delay that this check causes.

9. The Portal

9.1 Geoffy will give the Partner access to the Portal. Through it, the Partner can register prospective clients and get their Referral Codes, see its Referred Clients and Commission, download Statements and update its details.

9.2 For each Referred Client, the Portal will show the client's name, plan and status, the Commission accrued each month, any refund, churn, upgrade, downgrade or discount, and the months left on the Partner's Clock.

9.3 The Portal updates at least monthly. Figures shown before a Statement is issued are for information only. The Statement is the record of what is due.

9.4 The Partner must keep its Portal logins secure. It is responsible for what its users do in the Portal, and must tell Geoffy promptly about any unauthorised access.

9.5 For a Company Partner, only a user with authority to bind the Partner may accept these Terms or sign the Partner Agreement.

9.6 Geoffy will keep a record in the Portal of each version of these Terms and each Partner Agreement, with the date, time and user for each acceptance and signature, where both parties can see them.

10. Partner obligations

10.1 The Partner must:

(a) describe the Services accurately, and make only statements that Geoffy's published materials support;

(b) not promise or guarantee any result, including any level of AI visibility, ranking, traffic or sales;

(c) not say that its arrangement with Geoffy is exclusive;

(d) not make claims about competitors or AI platforms that Geoffy's published materials do not support;

(e) tell Geoffy promptly about any client complaint or any problem with the Services;

(f) obey all laws that apply to it, including UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and the Bribery Act 2010; and

(g) not offer, give or accept a bribe or any secret payment in connection with the Agreement.

10.2 The Partner must tell Geoffy in writing if it changes its name or its owner. It must change its bank details only under clause 8.7.

11. Conflicts and competing roles

11.1 The Partner must list each Competing Role in the Partner Agreement. The Partner must tell Geoffy in writing within 10 Business Days if it starts a new Competing Role. A Competing Role is not a breach of the Agreement. A failure to disclose a Competing Role is a breach.

11.2 If the Partner has a Competing Role, the Partner must not:

(a) use Geoffy's Confidential Information in that role;

(b) refer a client to Geoffy while it also offers the competing product to that client, unless it tells Geoffy at the time; or

(c) use its relationship with Geoffy to get information about Geoffy for the competing business.

12. Confidentiality

12.1 “Confidential Information” means information that is not public and that one party (the “Discloser”) gives to the other party (the “Recipient”) in connection with the Agreement. Geoffy's Confidential Information includes its client lists, its sales pipeline, prices that are not public, its commission terms, its methods, its product roadmap, the client information in the Portal and the terms of the Agreement. The Partner's Confidential Information includes its client lists and its own fees.

12.2 The Recipient must:

(a) use Confidential Information only to perform the Agreement;

(b) not give Confidential Information to any other person, except to its own staff and advisers who need it for the Agreement and who keep it confidential; and

(c) return or destroy Confidential Information when the Discloser asks, or when the Agreement ends.

12.3 Clause 12.2 does not apply to information that:

(a) is or becomes public, other than through a breach of the Agreement;

(b) the Recipient had before, without a duty of confidence;

(c) the Recipient gets from a third party who is free to give it; or

(d) the law, a court or a regulator requires the Recipient to disclose.

12.4 The commission terms of the Programme, including rates and Clock lengths, are confidential. Neither party will publish them. Either party may describe the Programme in public in general terms, without them.

12.5 This clause 12 continues after the Agreement ends, with no time limit.

13. Non-solicitation

13.1 During the Agreement and for 12 months after it ends, neither party will solicit for employment or engagement any employee or contractor of the other party who worked on the Agreement. A general job advertisement is not solicitation.

14. Brand and publicity

14.1 Geoffy gives the Partner a non-exclusive, non-transferable and revocable licence to use the Geoffy name and logo only to show that the Partner is a Geoffy partner. The Partner must follow Geoffy's brand guidelines.

14.2 The Partner may describe itself as a “Geoffy Partner”.

14.3 Geoffy may show the Partner's name and logo on its website as a partner, unless the Partner tells Geoffy in writing not to.

14.4 Neither party will publish a press release or a case study about the other party without the other party's prior written approval.

15. Data protection

15.1 Each party is a separate controller of the personal data that it shares or receives in connection with the Agreement. Each party must obey data protection law for that data.

15.2 Through the Portal, Geoffy shares with the Partner each Referred Client's name, plan, status and payment events. The Partner must use that information only to perform the Agreement and to support that client, and must keep it confidential under clause 12.

15.3 The Partner confirms that it has a lawful basis for any personal data that it gives Geoffy, including the details of prospective clients that it registers in the Portal.

15.4 Neither party processes personal data for the other party under the Agreement. When the Partner operates the Services for a client, the Client Agreement covers how Geoffy processes that client's data. The Partner's own agreement with the client covers how the Partner processes it.

16. Liability

16.1 Nothing in the Agreement limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that the law does not allow a party to limit or exclude.

16.2 Subject to clause 16.1, neither party is liable to the other for any loss of profit, revenue, business, goodwill or data, or for any indirect or consequential loss.

16.3 Subject to clauses 16.1 and 16.4, the total liability of each party under or in connection with the Agreement in each period of 12 months is limited to the higher of: (a) the total Commission paid or due under the Agreement in that period; and (b) £5,000.

16.4 Clause 16.3 does not limit: (a) Geoffy's duty to pay Commission that is due; (b) the Partner's duty to repay Commission under clauses 6.5 and 7.10; or (c) liability for a breach of clause 12.

16.5 Geoffy gives the Partner no promise about the results of the Services, or that the Services or the Portal will be available without interruption. Geoffy's duties to clients are in the Client Agreements only.

16.6 The Partner will indemnify Geoffy against any claim by a client or a third party that arises from a statement, promise or guarantee that the Partner made in breach of clause 10.1.

17. Term and termination

17.1 The Agreement starts on the date of the Partner Agreement. It continues until a party ends it under this clause 17.

17.2 Either party may end the Agreement at any time by 30 days' written notice to the other party.

17.3 Either party may end the Agreement immediately by written notice if the other party:

(a) commits a material breach that it cannot remedy;

(b) commits a material breach that it can remedy, and does not remedy it within 14 days of a written notice that asks it to; or

(c) becomes insolvent, enters administration or liquidation, makes an arrangement with its creditors, or stops its business.

17.4 Geoffy may end the Agreement immediately by written notice if the Partner breaches clause 7.10, clause 10.1(b), clause 10.1(g) or clause 11.

17.5 Commission after the Agreement ends. Geoffy will pay Commission that became due before the end date. If Geoffy ends the Agreement under clause 17.3 or clause 17.4, Commission stops on the end date. In every other case, Geoffy will continue to pay Commission on each Referred Client until the end of that client's Clock, under clauses 6 to 8 and the Partner Agreement.

17.6 When the Agreement ends:

(a) the Partner's Referral Codes stop working for new sign-ups, and the Partner cannot refer new clients;

(b) each registration of a prospective client in the Portal ends;

(c) the Partner must stop using the Geoffy name and logo; and

(d) each party must return or destroy the other party's Confidential Information under clause 12.2(c).

17.7 These clauses continue after the Agreement ends: clauses 6 to 8 (for Commission that is due or that continues under clause 17.5, and for repayments), clause 11.2(a), and clauses 12, 13, 15, 16, 17.5, 17.6, 17.7 and 19.

18. Change of control and assignment

18.1 If a person gets control of a Company Partner, the Partner must tell Geoffy in writing.

18.2 The Partner must not assign, transfer or subcontract any of its rights or duties under the Agreement without Geoffy's prior written consent. An assignment without consent has no effect.

18.3 Geoffy may assign or transfer the Agreement to a company in its group, or to a buyer of all or most of its business or of the Services. Geoffy will tell the Partner in writing.

19. General

19.1 Entire agreement. The Agreement is the entire agreement between the parties about its subject. It replaces all earlier discussions and agreements about partner terms, including any earlier commission structure. Each party confirms that it has not relied on any statement that is not in the Agreement.

19.2 Changes.

(a) Any change to the Partner Agreement must be in writing and signed by both parties.

(b) Geoffy may publish a new version of these Terms in the Portal and tell the Partner in writing. The new version applies to the Partner from the date the Partner accepts it in the Portal. Until then, the version the Partner last accepted continues to apply.

(c) Clients that became Referred Clients before a new version of these Terms or a new Partner Agreement applies stay on the terms that applied when they were referred.

(d) If the Partner has not accepted a new version within 30 days of Geoffy's notice, either party may end the Agreement under clause 17.2.

19.3 Notices. A notice under the Agreement must be in writing. A party must send it by email to the notice address in the Partner Agreement, or by post to the other party's registered office or address. An email sent before 5pm on a Business Day is received on that day. An email sent at any other time is received on the next Business Day.

19.4 Events outside a party's control. Neither party is liable for a delay or a failure that an event outside its reasonable control causes. This clause does not apply to a duty to pay money.

19.5 Severance. If a court finds that a part of the Agreement is not valid, the rest of the Agreement continues.

19.6 Waiver. If a party delays or does not use a right, it does not give up that right.

19.7 Third parties. A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

19.8 Signature and acceptance. The parties may sign the Partner Agreement in counterparts and by electronic signature, including through the Portal. The Partner may accept these Terms electronically in the Portal.

19.9 Disputes. Before a party starts court action, the parties will try to settle the dispute by discussion between senior people for 20 Business Days. This clause does not stop a party from asking a court for urgent relief.

19.10 Law and courts. The law of England and Wales governs the Agreement and any dispute about it. The courts of England and Wales have exclusive jurisdiction.