

TERMS AND CONDITIONS OF WEXOPAY AFFILIATE PROGRAMME

1. Basic provisions

- 1.1 Scope of authority. These terms and conditions govern the relationship between you as a user, and the Company as an operator of the Websites, in cases when you join the Company's affiliate programme. By joining the affiliate programme, you conclude with the Company a contract of participation in the affiliate programme, which is governed by these terms and conditions and general business terms and conditions.
- 1.2 Definitions. The words that are not defined in these terms and conditions and that begin with capital letters have the meaning defined in the general business terms and conditions.

2. Affiliate programme

- 2.1 Affiliate programme definition. Affiliate programme means a contractual relationship between the Company and an eligible partner (hereinafter referred to as the "**Partner**"), on the basis of which the Partner undertakes to comply with these terms and conditions and the Company undertakes to pay the Partner, who will meet conditions for being awarded a commission for acquiring a new user for the Company, a commission for this activity.
- 2.2 Joining the affiliate programme. An eligible user may join the affiliate programme by publishing a unique URL for the identification of potential new users, assigned to him/her by the Company in his/her user account (hereinafter referred to as the "**Partner's Link**").
- 2.3 Using the Partner's Link. The Partner uses the Partner's Link within the promotion so that it is possible to pair new users with the relevant Partner. If the Partner does not use the Partner's Link within the promotion, he/she will not become entitled for his/her commission.
- 2.4 Acquiring a new user. Pursuant to these terms and conditions, the Partner will acquire a new user for the Company if, based on the promotion, the following facts occur and if the following terms and conditions are met:
- a) a potential user will access the Websites by means of the Partner's Link and will successfully register;
 - b) the user will order goods;
 - c) the user will pay the full price of the goods in a proper and timely manner; and
 - d) the transaction will take place.
- 2.5 Pairing condition. If for any reason a new user is not paired with the Partner through the automated system, then such user is not considered a user acquired by the Partner. The Partner takes note that the user pairing automated system, in order to function, uses common internet technologies, especially cookies, whose functionality, however, depends on the set-up of a potential user's system. Therefore, the Company is not responsible especially for situations when the user is not paired due to the ban on cookies technology in the potential user's system or due to using incompatible software by the potential user.
- 2.6 Access to the affiliate system. During his/her participation in the affiliate programme, the Partner has access to the affiliate system, which is available through his/her user account. Within the affiliate system, the Partner has access to the information about the affiliate programme, the Partner's Link, accesses to the Websites by means of the Partner's Link, new users acquired and the amount of commission.

- 2.7 Eligibility. A user may join the affiliate programme at the age of eighteen (18) years. The Company's employees and co-workers, as well as their family members and other persons that are close persons pursuant to the law, are excluded from participation in the affiliate programme.
- 2.8 Declaration of honour. By registering for participation in the affiliate programme, the Partner declares that he/she meets the above-mentioned requirements for eligibility for participation in the affiliate programme. If any of his/her declarations turns out to be untrue, it constitutes grounds for withdrawal from the contract.

3. Promotion

- 3.1 The Partner's activity. Promotion means the Partner's activity aimed at acquiring new users for the Company, especially recommending the Company's products or services to a potential user, making the Websites (<https://wexopay.com>) visible within social networks, and publishing an advertising banner directed to the Websites.
- 3.2 Promotion rules. Within the promotion, the Partner undertakes to comply with these terms and conditions, applicable and effective laws and to respect the rights of third parties.
- 3.3 Promotional materials. During his/her participation in the affiliate programme, the Partner is entitled to use, within the promotion, promotional materials made available to him/her by the Company. The Partner, however, is not entitled to change or use the promotional materials provided in any other way.
- 3.4 Prohibited forms of promotion. Within the promotion, the Partner may not carry out activities that could harm the Company's reputation, as well as activities infringing consumer rights, deceptive in relation to potential users or showing signs of unfair competition conduct, especially misleading advertising, comparative advertising, causing dangerous confusion, parasitism on reputation, harassment, or any other activities that could cause damage to the Company.
- 3.5 Intrusive practices. Within the promotion, the Partner is further prohibited from acting intrusively, aggressively and in other inappropriate manner. It is especially prohibited to send unsolicited business messages (spam), to use unsolicited or automatic phone calls, to inappropriately often or unsuitably contribute to discussions, groups on social networks, and similar inappropriate conduct.
- 3.6 Misleading advertising. Within the promotion, the Partner is expressly prohibited from stating any misleading or potentially misleading statements about the conditions of providing the Company's services or about the properties of the Company's products, especially to state any guarantees and a framework of guarantees provided by the Company, to lure potential users into potential revenue or appreciation not corresponding to the reality, etc. Within the promotion, the Partner is also obliged to act so that he/she can provide information to potential users in a way that will not create expectations in relation to potential users, even on the basis of stating true information.
- 3.7 Excluded websites. The Partner is prohibited from performing promotion on websites, the content of which may breach a law or the rights of third parties, on websites with a pornographic content, with a hate content or with a content violating good morals.

4. Commission from the first purchase

- 4.1 Entitlement to commission. The Partner shall be entitled to a commission from the first purchase if he/she acquires a user for the Company in compliance with Article 2.4 of these terms and conditions, and if the Company approves the Partner's entitlement to the commission from the first purchase.

- 4.2 Commission approval period. The Company undertakes to approve the Partner's commission from the first purchase, if he/she has met all the conditions for acquiring a new user, without undue delay after the transaction was realised.
- 4.3 Commission amount. The commission amount accounts for 2% off the price of goods purchased during the first purchase of the user acquired by the Partner pursuant to these terms and conditions. The Partner is not entitled to any commission from further purchases or contracts concluded between the user and the Company.
- 4.4 Commission limits. The commission amount is limited by a lower limit of EUR 20.00 and by an upper limit of EUR 15,000.00. If the commission achieved is lower than the lower limit, it will never be paid out, just as any part of the commission exceeding the upper limit will not be paid out. Commissions from individual transactions are not accumulated or divided.
- 4.5 Payment of commission. The commission is due within five (5) working days from the approval of the commission.
- 4.6 Method of payment. The Company will pay commission to the Partner by crediting bitcoin cryptocurrency (BTC) within the user account. The Partner is not entitled to any other method of commission payment.
- 4.7 Tax document. If the Partner, in relation to the Company, is in the position of an entrepreneur, he/she is obliged to issue to the Company a proper tax document (an invoice) for any commission to which he/she is entitled.
- 4.8 Termination of entitlement to commission. Entitlement to commission terminates or the Company is entitled to not approve commission in the case a contract of the purchase of goods is being terminated on the part of user, or in the case of contractual relationships being terminated on the part of the Partner (especially when the Partner's user account is cancelled). Further, the Partner's entitlement to commission terminates if he/she achieved the commission unfairly or contrary to these terms and conditions.

5. Duration and termination of participation in the affiliate programme

- 5.1 Duration of participation. Participation in the affiliate programme is established for an indefinite period. Participation in the affiliate programme will terminate by withdrawal of one of contracting parties or together with the cancellation of the user account.
- 5.2 Breaching promotion rules and making a false declaration. Except for legal reasons, the Company is entitled to withdraw from a contract of participation in the affiliate programme with immediate effect if any declarations of the Partner pursuant to these terms and conditions shall prove to be false, or in the case of any breach of the promotion rules pursuant to Article 3 of these terms and conditions.
- 5.3 Cancellation of the affiliate programme. The Company reserves the right to end the affiliate programme any time. In such a case, the Company shall inform the Partner on the cancellation of the affiliate programme at least fourteen (14) days in advance. The contract of participation in the affiliate programme will terminate at the moment the cancellation of the affiliate programme went into effect.

6. Contractual fine

Contractual fine. The Partner undertakes to pay the Company a contractual fine for any breach of promotion rules pursuant to Article 3 of these terms and conditions or for making a false declaration pursuant to these terms and conditions, in the amount of commission not yet paid out, however not more than CZK 100,000.00. The Company is entitled to set off the contractual fine towards the Partner's entitlement for the payment of his/her commission and

the entitlement to the payment of commission will hereby terminate. The payment of the contractual fine is without prejudice to the Company's right to compensation for any damage.

7. Tax obligations

The Partner's obligations. The Partner is aware of the fact that the acceptance of commission can be subject to income tax. The Company is not responsible for the Partner's tax obligations connected with the commission provided in any way. Any income that the Partner will achieve under the Contract the user him-/herself taxes pursuant to the relevant applicable legal regulations.

8. Protection of personal data

- 8.1 Contract on the processing of personal data. With regard to the above-mentioned, the contracting parties, pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, General Data Protection Regulation (hereinafter referred to as the "**Regulation**"), conclude the following contract on the processing of personal data.
- 8.2 Contracting parties. The subject of the contract on the processing of personal data is the arrangement of mutual rights and duties in the processing of personal data of a user registered through the Partner's Link, which the Partner, in the position of a controller (hereinafter referred to as the "**Controller**"), shall obtain from the Company, in the position of an administrator (hereinafter also referred to as the "**Administrator**").
- 8.3 Processing period. Personal data will be processed for a period of duration of the contract of participation in the affiliate programme and, if the contract is terminated, the Partner undertakes to immediately remove any copies of personal data in a paper or electronic form.
- 8.4 Purpose. The purpose of the processing of personal data is to enable the Partner to control the amount of his/her commission, as well as the provision of support on the part of the Partner to the users he/she has acquired.
- 8.5 Scope. Personal data of a user registered through the Partner's Link will be processed within the following scope:
- a) email address; and
 - b) any names and surnames.
- 8.6 Free of charge. The contracting parties have agreed that the processing of personal data under the contract will be carried out free-of-charge, and the Controller is not entitled to the reimbursement of any costs associated with the performance of the contract.
- 8.7 Conditions for processing. Personal data may be processed only in the Controller's workplaces, namely in the territory of the European Union. The Controller is obliged to process personal data in compliance with legal regulations, in particular the Regulation.
- 8.8 Measure. When performing the contract, the contracting parties are obliged to implement technical, organisational, personnel and other appropriate measures under the Regulation, in order to ensure and be able to prove, at any time, that the processing of personal data is carried out in compliance with the Regulation so that there may not occur any unauthorised or random access to personal data and data carriers, which contain such data, any change, destruction or loss, unauthorised transfers, any other unauthorised processing of personal data, as well as other misuse, and to continuously revise and update these measures if necessary. The contracting parties undertake to implement especially the following measures:

- a) maintain confidentiality about the personal data processed, secure the data against random or unauthorised access or disclosure, and if they engage their employees in the processing, then they will ensure that this obligation also applies to these employees;
- b) keep the documents and other media containing personal data in lockable premises without access of third parties (e.g. a lockable office), or in separately lockable storage places (lockable cabinets, etc.);
- c) ensure the security of computers and other devices used to process personal data (access only with individual access authorisation, regularly updated antivirus, firewall); and
- d) use, within communication containing a large volume of personal data (documents about hundreds records and more), in cooperation with the administrator, a secure communication channel that makes it possible to encrypt communication or to encrypt the personal data that are being transferred (e.g. encryption of attached files).

8.9 Obligations of the contracting parties. When performing the contract, the contracting parties are further obliged to:

- a) keep and continuously revise and update the records on the processing of personal data under the Regulation;
- b) report in a proper and timely manner possible breaches of security of personal data to the Office for Personal Data Protection and to cooperate with the office to the extent necessary;
- c) inform each other of all circumstances relevant to the performance of the subject of this contract;
- d) provide each other with personal data in a way that prevents unauthorised access to the data or any misuse by an unauthorised person; and
- e) proceed in accordance with further requirements of the Regulation, especially to follow the general principles of the processing of personal data, to fulfil own information obligations, and to respect the rights of data subjects.

8.10 The Administrator's obligations. When performing the contract, the Administrator undertakes to:

- a) ensure that personal data will always be processed in compliance with the Regulation, that the data shall be up-to-date, accurate and true, as well as that the data will correspond to the defined purpose of the processing;
- b) take appropriate measures to provide data subjects with all information and make all communications required by the Regulation in a concise, transparent, comprehensible and easily accessible manner, using clear and simple language.

8.11 Liability for damage. If the Controller breaches his/her duties established by the contract or the Regulation, he/she shall be liable for the damage caused as a result of such breach. The scope of duty also applies to the damage caused to third parties and sanctions imposed by a public authority as a result of the breach of the Regulation or other regulation governing the protection of personal data.

8.12 Information obligation. The Controller, at the request of the Administrator, will provide him with the information necessary to prove the fact that, during the processing, the duties stipulated in Article 28 are fulfilled.

9. Final provisions

- 9.1 General business terms and conditions. The matters not governed by these terms and conditions are governed by the general business terms and conditions.
- 9.2 Precedence of these terms and conditions. In the event of any discrepancy between these terms and conditions and the general business terms and conditions, these terms and conditions take precedence.

These terms and conditions are effective from 01 November 2020.