



## TERMS AND CONDITIONS FOR THE AFFILIATE PROGRAMME

### 1. Introduction

- 1.1. The terms and conditions for the Affiliate Programme you are now reading set out the basic rules for using the Affiliate Programme and are directly related to the Terms and Conditions, which also state what is allowed and what is not allowed in ThePay. We recommend that you also review the Terms and Conditions for the Payment Gateway so that you are not potentially misled if you talk to someone about the Payment Gateway from ThePay.
- 1.2. The Affiliate Programme is a reward system whereby you seek out and approach potential clients of ThePay to whom you provide E-shop solutions based on a contract, or whom you have learned about in connection with your activities (e.g. web developers, agencies managing websites, etc.) and based on a legitimate reason, offer them the Payment Gateway service from ThePay. Remuneration is credited to your account for a successful referral.
- 1.3. The Terms and Conditions and Affiliate Programme Terms and Conditions must comply with the rules, the contents of which are subject to change without our input, and even if on the first glance the Terms and Conditions seem to be more favourable, there is nothing we can do and we must interpret them in accordance with these rules, which we take to be an integral part of the Terms and Conditions. We call them the Governing Rules and they include the legal regulations of the Czech Republic and the directly applicable regulations of the European Union (in particular Act No. 89/2012 Coll., Civil Code, Act No. 370/2017 Coll., on payment systems, Act No. 253/ 2008 Coll., on certain measures against the legalisation of proceeds from criminal activity and the financing of terrorism (Anti-Money Laundering Act), etc.); any regulatory or other similar rules of third parties that affect us. So, for example, also the rules of the MasterCard and VISA card companies; rules of acquiring partners; bank rules; authorization centre rules; EBA (European Banking Authority) rules; PCI-DSS rules (standards for the protection of payment card data), etc. You accept the Governing Rules according to sec. Section 1751 of the Civil Code as an integral part of the Affiliate Programme Terms and Conditions.

### 2. Definition of terms

- 2.1. To simplify our communication, we are providing an overview of the defined terms we use to talk to you, the meaning of which is consistent across all written documents. Therefore, if we capitalise anything in the Framework Contract, the Addendum (as we do now and here), this is where you will find the content of the term. If we did not do so, and we were to write the term in lowercase, which definition we would find here, we mean the same term unless we explicitly say that this is not the case. When we address you directly, we simply mean you, whether you are a natural person or a legal entity. If we refer to a third party, we will identify it so that we are all clear.
- 2.2. **Client:** A natural person or a legal entity that has concluded a Framework Contract with us and ThePay provides them with services. Typically the Payment Gateway service.
- 2.3. **Project:** Most often, an e-shop or other similar online system that the Client operates under a domain name. It offers goods or services through it.
- 2.4. **ThePay:** ThePay is an all-smart, online, secure system solution that enables payments from customers to Clients, enabling Electronic Money Operations. In ThePay you see your ThePay Account and have a

User Account set up for it. We may distinguish between ThePay for entrepreneurs and ThePay for consumers.

- 2.5. **ThePay Account:** The Client's account, in which Electronic Money is visible in the form of a Current and Available Balance is kept. It can have more than one and for a better understanding it can be thought of as a regular bank account.
- 2.6. **Remuneration:** The amount you are entitled to receive if you refer a Client who initiates the Payment Gateway service with us and whose customer makes at least one payment through it.

### 3. Rules for the Affiliate Programme

- 3.1. We prefer to stress at the outset that you are not authorised to enter into any contracts on our behalf or to act legally on our behalf or for us in any way. You only make offers to potential Clients and send them unique links to register for ThePay. You acknowledge that the contractual relationship is always concluded directly between the Client and us.
- 3.2. You are not authorised to offer or promise any performance that ThePay does not provide. You can only offer the terms that we actually offer. These are available at [www.thepay.eu](http://www.thepay.eu). You are also not authorised to offer the Payment Gateway in breach of legal regulations. In particular, you must bear in mind that there is the General Data Protection Regulation (GDPR) and Act No. 480/2004 Coll., on certain information society services.
- 3.3. We reserve the right not to enter into any contract with a potential Client who has shown interest based on your activity. The Client's inclusion in the Affiliate Programme is always subject to an approval process. This is not because we want to arbitrarily refuse to provide our services. However, we are bound by rules that we have to follow, and so, for example, sometimes we simply cannot provide the Payment Gateway service. As a result, the Client cannot even be included in the Affiliate Programme and you are not entitled to receive any remuneration for such a Client.
- 3.4. You are responsible for the use of the Affiliate Programme and it is strictly forbidden to commit any criminal activity with the help of or through the Affiliate Programme, to act in violation of the Terms and Conditions, Governing Rules, or to enable someone else to do so.
- 3.5. When using the Affiliate Programme, you are responsible for proper handling, in particular, you must not disclose your access data to an unauthorised person, you must not remain logged in to the Affiliate Programme and leave the device from which you are logged in unattended, etc. If you suspect a breach, please notify us immediately and we will take the appropriate action.
- 3.6. We do not guarantee 100% functionality availability. You acknowledge that we may restrict certain features.
- 3.7. We reserve the right to terminate the Affiliate Programme and remove your access information at any time. We do not do this arbitrarily, but only in extreme cases, most often based on a justified suspicion of some impropriety, or the basis of a request from authorised authorities. In such a case, we may also prevent the payment of the Remuneration that you would normally be entitled to in the event of a claim. We, therefore, reserve the right not to pay the Remuneration if we suspect that the payment will result in a violation of these conditions of the Affiliate Programme, Terms, legal regulations, and Governing Rules, or cause damage to a third party.
- 3.8. Furthermore, we reserve the right to unilaterally change the Affiliate Programme Terms and Conditions and you unconditionally agree to this. We will give you 14 calendar days' notice of any intended changes unless we specify a different period in the relevant document, which may exceptionally be shorter. Once the time period has elapsed, the changes are effective. Modifications of the graphic form and language proofreading are not changes and can be made continuously.

## 4. Registration in the Affiliate Programme

- 4.1. You can register for the Affiliate Programme via the registration form, in which you fill in the correct information. You will then receive an activation email to activate your account. After logging in for the first time, you will be prompted to create a password. Create a secure password and voila. You have access to the Affiliate Programme.
- 4.2. Within the Affiliate Programme, you will have an overview of the Clients you are inviting to ThePay based on unique links. Of course, you will also have the option to request payment of your Remuneration.
- 4.3. In the My Clients tab, you have a unique link to register your Clients. Subsequently, there you will see an overview of Clients who registered via ThePay. In the Invoicing of Remuneration tab, you will then have an overview of how to submit a request for payment of the remuneration.

## 5. Remuneration

- 5.1. If the Client registers with ThePay through your unique link, successfully launches the Payment Gateway, and payments made by customers via the Project and the Payment Gateway are made through ThePay accounts in favour of the Client, you are entitled to Remuneration.
- 5.2. The Remuneration is always calculated according to the tariff, which is automatically adjusted to the Client according to the volume of transactions for the previous month. According to the Fee Schedule, there are three tariff bands for Clients. We have prepared for you a beautiful percentage Remuneration calculated according to the volume of the Client's transactions in Czech currency. We will agree on it by email.
- 5.3. You can request payment of the Remuneration in the Affiliate Programme via the Remuneration Invoicing tab. Based on the request, you will create an invoice - a tax document. We will review the request and if everything is in order from our point of view, we will approve the payment of the Remuneration, which will be sent to the bank account number you provided.
- 5.4. Apart from the entitlement to the Remuneration, if such entitlement has arisen under these Affiliate Programme Terms and Conditions, you are not entitled to any other reimbursement of costs.