

# WEXOPAY LOYALTY PROGRAM TERMS

## 1. General provisions

- 1.1. Scope. These conditions govern the relationship between you, as a user, and the Company, as the operator of the Internet pages, in cases where you join the Company's Loyalty program. By participating in the Loyalty program, you conclude a contract with the Company on participation in the Loyalty program, which is governed by these terms and the Company's General Terms and Conditions.
- 1.2. Definitions. Words not directly defined in these conditions that begin with a capital letter shall have the meaning defined in the Company's General Business Terms and Conditions.

## 2. Loyalty program

- 2.1. Loyalty program definition. Loyalty program means a contractual relationship between the Company and an eligible partner (hereinafter referred to as "**Partner**"), on the basis of which the Partner undertakes to comply with these conditions and the Company undertakes to pay the Partner, who fulfils the conditions for awarding a commission or benefit according to the current rules of the Loyalty program, for his/her activity according to these conditions commission or enable the fulfilment of the benefit.
- 2.2. Joining the Loyalty program. An authorised User can join the Loyalty program by fulfilling the conditions, the current wording of which is published in the application or at [www.wexopay.com](http://www.wexopay.com) in the Loyalty program section.
- 2.3. Loyalty program benefits. The current list of benefits is published in the app and at [www.wexopay.com](http://www.wexopay.com) in the Loyalty program section.
- 2.4. Level progression within the Loyalty program. The Loyalty program has six pre-defined levels, each of which has specific benefits. To assign a user to a specific level, the conditions of at least one of the two categories defined for each level must be met. We distinguish two categories of users:
  - a) Inviter – an inviter is a user who acquired new users through the Affiliate program and has also met all the conditions defined for this category without having to meet the conditions of the Tokener category;

- b) Tokener – a tokener means a user who has purchased WEXO tokens and has also fulfilled all the conditions defined for this category without having to fulfil the conditions of the Inviter category.

Within the Loyalty program, the User is only entitled to benefits from the level currently assigned to him/her in the Loyalty program. The current list of Loyalty benefits and conditions of individual categories is published in the app and at [www.wexopay.com](http://www.wexopay.com) in the Loyalty program section.

- 2.5. Access to the Loyalty system. During participation in the Loyalty program, the Partner has access to the Loyalty system via his/her user account. As part of the Loyalty system, information about the Loyalty program, its benefits, the Partner's Link, access to websites using the Partner's Link, acquired new users, and the amount of the earned commission is made available to the Partner.
- 2.6. Eligibility. The User is eligible to participate in the Loyalty program upon reaching eighteen (18) years of age and full legal capacity. Unless proven otherwise, the Company believes that upon reaching the age of 18, the User is fully capable of legal acts.
- 2.7. Declaration. By registering to participate in the Loyalty program, the Partner declares that he/she meets the above requirements for eligibility to participate in the Loyalty program. If any of his/her statements prove to be untrue, this constitutes a reason for withdrawal from the Loyalty program contract by the Company.

### **3. Affiliate program**

- 3.1. Definition of Affiliate program. Affiliate program means a contractual relationship between the Company and an eligible partner (hereinafter referred to as "**Partner**"), on the basis of which the Partner undertakes to comply with these conditions and the Company undertakes to pay the Partner who meets the conditions for granting a commission for acquiring a new user for the Company for this activity commission.
- 3.2. Joining the Affiliate program. An Authorised User may join the Affiliate program by posting a unique URL to identify potential new users assigned to him/her by the Company in the User's account (hereinafter referred to as "**Partner Link**").
- 3.3. Use of Partner Link. The Partner uses the Partner Link as part of the promotion in order to match new users with the relevant Partner. If the Partner does not use the Partner Link as part of the promotion, he/she is not entitled to a commission.
- 3.4. Getting a new user. According to these conditions, the Partner will acquire a new User for the Company if the following occurs based on the promotion and the stated conditions are met:

- a) the potential User accesses the Website via the Partner Link and successfully registers here;
  - b) The User orders goods and/or services according to the conditions defined in the Loyalty program;
  - c) The User pays the full purchase price of the goods properly and on time;
  - d) the trade will be performed.
- 3.5. Pairing condition. If for any reason a new User is not paired with a Partner using the automated system, such User is not considered a User acquired by the Partner. The Partner acknowledges that the automated system for matching Users uses standard Internet technologies for its operation, especially cookies, the functionality of which, however, depends on the potential User's system settings. The company is therefore not responsible especially for situations where the User is not paired due to the declining of cookies technology in the potential User's system or due to the potential User using incompatible software.
- 3.6. Access to the Affiliate system. During participation in the Affiliate program, the Partner has access to the affiliate system via his/her user account. As part of the affiliate system, information about the Affiliate program, the Partner Link, access to websites using the Partner Link, acquired new Users, and the commission earned is made available to the Partner.
- 3.7. Eligibility. The User is eligible to participate in the Affiliate program upon reaching eighteen (18) years of age and full legal capacity. Unless proven otherwise, the Company believes that upon reaching the age of 18, the User is fully capable of legal acts.
- 3.8. Declaration. By registering to participate in the Affiliate program, the Partner declares that he/she meets the above requirements for eligibility to participate in the Affiliate program. If any of his/her statements prove to be untrue, this constitutes a reason for withdrawal from the contract.

## **4. Promotion**

- 4.1. Partner's activity. Promotion is understood as the Partner's activity that aims to obtain new Users for the Company, in particular the recommendation of the Company's products or services to a potential User, the visibility of the Website (<https://wexopay.com>) on social networks, and the publication of an advertising banner directing to the website.
- 4.2. Promotion rules. As part of the promotion, the Partner undertakes to comply with these conditions, valid and effective laws, and to protect the rights of the Company and third parties.
- 4.3. Promotion materials. During the period of participation in the Loyalty program, the Partner is entitled to use the promotion materials made available to him/her by the Company as part of the promotion.

But the Partner is not authorised to change or use the provided promotion materials for any purpose other than that for which intended.

- 4.4. Prohibited forms of promotion. As part of the promotion, the Partner may not carry out activities that could damage the reputation of the Company, or activities that harm consumer rights, are deceptive in relation to potential Users or show signs of anti-competitive behaviour, in particular deceptive advertisements, comparative advertisements, causing the likelihood of confusion, parasitism on reputation, intrusive harassment, or any other activities that could cause damage to the Company.
- 4.5. Intrusive practices. The Partner is also prohibited from acting in a pushy, aggressive, or otherwise inappropriate manner within the scope of the promotion. In particular, it is prohibited to send out unsolicited commercial messages (spam), use unsolicited or automatic phone calls, disproportionately often or inappropriately contribute to discussions, groups on social networks and similarly inappropriate negotiations.
- 4.6. Misleading advertising. The Partner is expressly prohibited from making any misleading or potentially misleading claims regarding the Company's service provision conditions or the Company's product features in the promotion, in particular from stating any guarantees beyond those provided by the Company, luring potential users to a potential return, or an evaluation that does not correspond to reality, etc. The Partner is also obliged to provide information to potential users in a way that does not create unrealistic expectations in potential users, even if based on the notification of true information.
- 4.7. Excluded websites. The Partner is prohibited from promoting on websites the content of which may violate the law or rights of third parties, on websites with pornographic content, hateful content, or content that violates good morals.

## **5. Duration and termination of participation in the Affiliate program**

- 5.1. Duration of participation. Participation in the Affiliate program is based on an indefinite period. Participation in the Affiliate program ends with the withdrawal of one of the contractual parties or by mutual agreement with the cancellation of the user account.
- 5.2. Violation of promotion rules and making a false statement. Apart from legal reasons, the Company is entitled to withdraw from the contract for participation in the Affiliate program with immediate effect in the event that any statements made by the Partner according to these conditions prove to be false or in the event of any violation of the promotion rules under Art. 3 of these conditions.
- 5.3. Cancellation of the Affiliate program. The Company reserves the right to terminate the Affiliate program at any time. In such a case, the Company shall inform the Partner about the cancellation of

the Affiliate program at least fourteen (14) days in advance. The contract for participation in the Affiliate program ends when the Affiliate program is cancelled.

## **6. Duration and termination of participation in the Loyalty program**

- 6.1. Duration of participation. Participation in the Loyalty program is based on an indefinite period. Participation in the Loyalty program ends with the withdrawal of one of the contractual parties or by mutual agreement with the cancellation of the user account.
- 6.2. Violation of promotion rules and making a false statement. Apart from legal reasons, the Company is entitled to withdraw from the contract for participation in the Loyalty program with immediate effect in the event that any statements made by the Partner according to these conditions prove to be false or in the event of any violation of the promotion rules under Art. 3 of these conditions.
- 6.3. Cancellation of the Loyalty program. The Company reserves the right to terminate the Loyalty program at any time. In such a case, the Company shall inform the Partner about the cancellation of the Loyalty program at least fourteen (14) days in advance. The contract for participation in the Loyalty program ends when the Loyalty program is cancelled.

## **7. Contractual penalty**

Contractual penalty. The Partner undertakes to pay the Company a contractual penalty for any violation of the rules of promotion under Art. 3 of these conditions or for making a false statement according to these conditions, namely in the amount of the commission not yet paid, but not more than EUR 5,000. The Company is entitled to set off the contractual penalty against the Partner's claim to the payment of the commission, and the right to the payment of the commission shall hereby cease. Payment of the contractual penalty does not affect the Company's right to compensation for any damage.

## **8. Tax obligations**

Partner's obligations. The Partner acknowledges that receipt of the commission may be subject to income tax. The Company is not responsible for the Partner's tax obligations in any way related to the provided commission. All income that the Partner achieves on the basis of the Agreement will be taxed by the user him/herself in accordance with the applicable legal regulations.

## 9. Privacy policy

- 9.1. Agreement on the processing of personal data. With regard to the above, the contracting parties conclude in accordance with the Regulation of the European Parliament and the Council of the EU No. 2016/679 of 27 April 2016, of the General Regulation on the Protection of Personal Data (hereinafter referred to as the "**Regulation**"), the following agreement on the processing of personal data.
- 9.2. Contractual parties. The subject of the agreement on the processing of personal data is the regulation of mutual rights and obligations in the processing of personal data of the User registered through the Partner Link, which the Partner in the capacity of processor (hereinafter also referred to as "**processor**") receives from the Company in the capacity of administrator (hereinafter also referred to as "**administrator**").
- 9.3. Processing time. Personal data will be processed for the duration of the contract for participation in the Loyalty program, with the understanding that, in the event of its termination the Partner undertakes to immediately delete all copies of personal data in paper and electronic form.
- 9.4. Purpose. The purpose of processing personal data is to enable the Partner to control the amount of his/her commission, as well as the provision of support by the Partner to the Users he/she acquires.
- 9.5. Scope. The personal data of the User registered through the Partner Link will be processed to the extent of:
  - a) email address;
  - b) all names and surnames.
- 9.6. Free of charge. The contracting parties have agreed that the processing of personal data based on this contract will be free of charge, while the processor is not entitled to compensation for the costs associated with the performance of this contract.
- 9.7. Processing conditions. Personal data can only be processed at the workplaces of the processor, namely within the European Union. The processor is obliged to process personal data in accordance with legal regulations, in particular with the Regulation.
- 9.8. Measures. When fulfilling this contract, the contractual parties are obliged to implement technical, organisational, personnel and other appropriate measures in accordance with the Regulation in order to ensure and be able to demonstrate at any time that the processing of personal data is carried out in accordance with the Regulation so that unauthorised or accidental access cannot occur to personal data and data carriers that contain this data, to their alteration, destruction or loss, unauthorised

transfer, other unauthorised processing, as well as other misuse, and to revise and update these measures on an ongoing basis as necessary. The contractual parties in particular undertake the following measures:

- a) maintain the confidentiality of processed personal data, secure data against accidental or unauthorised access or disclosure, and if such data involves employees in processing, ensure that this obligation also applies to these employees;
- b) keep documents and other media containing personal data in lockable spaces without third-party access (e.g. lockable office) or in separately lockable storage spaces (lockable cabinets, etc.);
- c) ensure the security of computers and other devices used for personal data processing (access only with individual access authorisation, regularly updated anti-virus, firewall);
- d) in the case of communication with a large volume of personal data (documents with hundreds of records and more), use a secure communication channel that enables the encryption of communication in cooperation with the administrator, or provide encryption for transmitted personal data (e.g. by encrypting the attachment file).

9.9. Obligations of the contractual parties. In fulfilling this contract, the contractual parties are further obliged to:

- a) keep and continuously revise and update records on the processing of personal data in accordance with the Regulation;
- b) properly and timely report potential violations of personal data security to the Office for Personal Data Protection, and cooperate with this office to the necessary extent;
- c) inform each other about all circumstances relevant to the fulfilment of the subject of this contract;
- d) transfer personal data to each other in such a way that there is no unauthorised access to this data or any misuse by an unauthorised person;
- e) proceed in accordance with other requirements of the Regulation, in particular comply with the general principles of personal data processing, fulfil your information obligations, respect the rights of data subjects.

9.10. Administrator's obligations. In fulfilling this contract, the Administrator undertakes to:

- a) ensure that personal data is always processed in accordance with the Regulation, that such data is up-to-date, accurate and true, and that this data corresponds to the specified purpose of processing;
- b) take appropriate measures to provide the affected persons in a concise, transparent, comprehensible and easily accessible manner, using clear and simple language means, all the information and to make all the notifications required by the Regulation.

9.11. Liability for damage. If the processor violates its obligations as established by the contract or the Regulation, it is responsible for the damage caused as a result of such a violation. The scope of the

obligation also applies to damage caused to third parties and sanctions imposed by a public authority as a result of a violation of the Regulation or another regulation governing the protection of personal data.

- 9.12. Information obligation. The processor shall provide the administrator, at its request, with the information necessary to document the fact that the processing fulfils the obligations specified in Art. 28 of the Regulations.

## **10. Final provisions**

- 10.1. General Terms and Conditions. Issues not regulated by these terms and conditions are governed by the General Terms and Conditions.

- 10.2. Precedence of conditions. In the event of any conflict between these terms and conditions and the General Terms and Conditions, these terms and conditions shall prevail.

**These conditions are effective from 2<sup>nd</sup> of November 2022 and supersede the current conditions.**