

## PROFI CREDIT TERMS & CONDITIONS

VERSION 4 – valid as of 10 July 2023

- I. PROFI CREDIT Czech, a. s. (hereinafter referred to as the "Client") sets out the following terms and conditions, hereinafter referred to as the "T&Cs", governing the PROFI CREDIT Partner Program (hereinafter referred to as the "Partner Programme" or "Affiliate Programme").
- II. If there is a discrepancy between these T&Cs and the text of the Agreement entered into with an Affiliate Partner regarding the Affiliate Programme, the text of the Agreement shall prevail.

### Art. 1 Definitions

- a) Affiliate Link - a unique link that identifies an Affiliate Partner when delivering leads under the Partner Programme.
- b) Affiliate Partner (hereinafter referred to as "Partner") - an entrepreneur cooperating under an agreement entered into with the Client under the Partner Programme.
- c) CPS (Cost Per Sale) - a commission model defining the Partner's fee by either specifying an amount per contract or a percentage of the amount to be paid for each contract.
- d) Campaigns - marketing campaigns relating to the Client's individual products published on the Portal containing advertising materials for the campaign concerned, which are available to Partners for download.
- e) Lead (also referred to as "Delivered Lead") - a lead relating to a prospect generated by the Client's advertising materials placed on the Partner's website and sent to the Client or a lead obtained by the Partner in accordance with applicable data protection legislation through their own web form or their own affiliate network and sent to the Client by the Partner as a controller.
- f) Verified Lead - a lead that has not been evaluated by the Client as rejected, that has been verified by the call centre and transmitted to the Client's sales network.
- g) Partner Portal - the Partner Programme website, an interface through which Partners can log in to their Partner accounts.

- h)** Partner Account - a space on the portal dedicated to the Partner, where information about Delivered Leads, contracts, commissions and ongoing campaigns are placed.
- i)** Commission Account - an account to which Partner fees within the Partner Account are credited and where the Partner can check the current balance and track transaction history.
- j)** Advertising Materials - Client's marketing materials (e.g., banners, etc.) or links redirecting the user to a dedicated web page with the Client's contact form, located at a Partner's website.
- k)** Paid Amount - a loan amount that has been paid to a loan applicant under an agreement concluded between the loan applicant and the Client.
- l)** Partner Website – a website available to the Partner that allows the Partner to deliver on the agreement.
- m)** Loan Applicant (or “Applicant”) - a person who has expressed an interest in obtaining the products offered by the Client.
- n)** Application - an application for a Client's product drawn up by a Loan Applicant on the basis of a Verified Lead obtained.

## **Art. 2**

### **Principles underlying the Partner Programme**

- 1.** In order to participate in the Affiliate Programme, the Partner must register on the Partner Portal at <https://partner.proficredit.cz>; the Partner Account will be activated once an agreement is concluded and the Partner confirms they have familiarised themselves with these T&Cs by affixing their signature; before that, it will not be possible to activate the Partner Account.
- 2.** The Client may cancel an account that contains fictitious, invalid or outdated data or a duplicate account, without prior notice and without compensation.
- 3.** Upon registration, the Partner shall correctly provide the following information:
  - a)** Trade name
  - b)** Registered office
  - c)** Information on registration in the commercial or trade register
  - d)** IN
  - e)** TIN
  - f)** Persons representing the Partner
  - g)** Bank details
  - h)** E-mail
  - i)** Telephone number
  - j)** Point of Contact – name, telephone number, email address
  - k)** Mailing address – if different from the address of the registered office

- l)** User name (to be chosen by the Partner)
  - m)** Password (to be chosen by the Partner)
- 4.** The Partner shall use their best efforts to keep the login data (name, password) safe and prevent unauthorised persons from accessing the data.
- 5.** If a Partner suspects that their account has been misused, they must contact the operator immediately at the contact information provided on the Portal.
- 6.** The Partner may not make any changes to the Client's advertising materials, especially any changes to the layout of the advertising materials and the URL of the website to which the advertising material links.
- 7.** The Partner Website where the Client's advertising materials are posted may not contain or describe content of the following kind or be related to or use such content:
  - a)** websites that are "under construction"
  - b)** websites that violate the law or are used to spread pornography, promote unconstitutional organisations, instigate crime or threaten with crime.
- 8.** The Client may request from the Partner, at any time, a list of all websites at which the Client's ads are or have been displayed in the last 15 days. In such a case, the Partner shall provide the Client with a complete list within 3 business days at the latest.
- 9.** If a Partner is unable to provide such a list, the Partner shall inform the Client before the promotion is launched. A Partner shall not be entitled to any promotion commission if they are unable to provide credible proof of the source.
- 10.** Participation in the Affiliate Programme does not authorise a Partner to promote the Client's advertising materials through commercial communications (PPC, direct mailing, SMS, Facebook messenger, WhatsApp messenger and others). Any promotion done in this manner is prohibited without the prior written consent of the Client. A partner that acts in contravention of this ban shall not be entitled to any fee or compensation for the costs incurred in connection with this unsolicited activity.
- 11.** In addition, a Partner is expressly not authorised to use the Client's advertising materials for sending unsolicited advertising (spam) via discussion groups, e-mail messages, SMS, fax or regular mail or any other telecommunication means.
- 12.** A Partner may not use other advertising materials of the Client than those made available via the Portal or otherwise provided by the Client. A Partner may not make any changes to these materials.

### **Art. 3**

## Commission

1. The fee payable to the Partner for the services duly provided by them shall be as follows:
  - a) Under the CPS commission model: the Partner will receive a 6% commission on each contract concluded with a prospect whose Lead has been delivered by the Partner on the condition that the contract is not cancelled by the prospect within 14 days of conclusion.
  - b) Other fees: If a specific campaign applies a fee amount and/or a commission model different from those specified under a), and a Partner uses the advertising material from such a campaign, then the Partner is entitled to the fee specified for the campaign and shall no longer be eligible for the fee referred to under a) or any other fee.
2. The fees shall be regularly credited to the Partner's commission account accessible at the Portal.
3. All of the fee amounts referred to above are exclusive of value added tax.
4. The operator shall pay the fees from the commission account as described below.
5. After they log in for the Portal, each Partner has access to updated statistics relating to conversions/sales within the Client's sales network via the Leads that have been delivered by the Partner or generated through the advertising materials placed on the Partner's website.

These statistics show:

- a) the total number of leads
  - b) the number of verified leads
  - c) the number of applications
  - d) the number of agreements concluded
  - e) the amount paid on the agreements.
6. In the Partner Account, each Partner has access to the current commission model governing their fees and to the balance on their commission account, to which the Client credits their fees based on the commission model, and where they can track the history of transactions.

## Art. 4 Invoicing

1. The fees shall be paid out by wire transfers to the Partner's bank account indicated at the time of the registration/in the invoice, within 15 days of receipt of a correctly filled-out invoice by the Client.

2. The invoice must be issued to the Client, indicating the Client's business data listed in the Commercial Register and sent by e-mail, as a PDF attachment, to the Client's email address fakturace@proficredit.cz .
3. A Partner may issue a maximum of one invoice per calendar month for their services; the minimum invoiced amount is CZK 500.

#### **Art. 5 Termination**

1. The notice period is one month. The notice period shall commence on the first day of the month following the month in which the notice was delivered to the other contracting party.
2. In the event of a serious breach of the terms of cooperation, the Client may terminate the Agreement for cause by serving a notice that takes effect once received by the Partner.
3. If a notice is served pursuant to paragraph 1, the Client may instruct the Partner to cease all their activity for the Client, at the time of serving the notice, effective as of receipt of the notice. If a Partner acts in contravention of the above instruction, they shall not be entitled to any fee or reimbursement.

#### **Art. 6 Personal data protection**

1. The Client is the personal data controller for Partners who are not legal entities. The Client shall process such personal data in the context of the agreement concluded and under the related legal relationships.
2. The Client processes the Partners' data specified in the registration form to the extent necessary to conclude, deliver on, amend or terminate the legal relationship between themselves and the Partners, in particular in the context of the conclusion of and delivery on the Partner Agreement.
3. A Partner has the right of access to their personal data and—in the cases referred to under data protection legislation—the right to rectification of and addition to their data, to erasure of their data or to the restriction of processing of the data and the right to object to such processing or to lodge a complaint with a supervisory authority and also the right to data portability and the right not to be subject to automated decision-making.

#### **Art. 7 Other provisions**

1. Czech law shall be the governing law for this Agreement where the Partner is a person not established in the Czech Republic. If that is the case, the parties have agreed on the local jurisdiction of the District Court in Pardubice, or, where its functional jurisdiction applies, the Regional Court in Hradec Králové.

2. If cooperation with a Partner is terminated, the Client shall pay to the Partner the then-valid balance on their commission account within 30 days of the termination.