

TERMS AND CONDITIONS OF THE PARTNER PROGRAM

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1. GENERAL PROVISIONS

1.1 Agnieszka Szatkowska is the organizer of the Partner Program. She runs the business under the name COMO AGNIESZKA SZATKOWSKA entered in the Central Register and Information on Economic Activity in Poland, maintained by the competent minister of economy, with the business address: Stanisława Hebanowskiego 89a/5 Street, 80-766 Gdańsk, NIP (tax number): 8392907896, REGON (National Business Registry Number): 383785814, email address: biuro@megamo.pl, contact phone number: (+48) 696 107 507.

1.2 The Partner Program is available on the organizer's website at: www.megamo.eu.

1.3 The Organizer is the administrator of personal data processed as part of the Partner Program. Personal data is processed for the purposes, for a period, and on the basis of the grounds and principles indicated in point 7 of these Terms and Conditions. The Partner provides personal data on a voluntary basis, however, this data may be necessary to participate in the Partner Program.

2. DEFINITIONS

2.1 The terms used in these Terms and Conditions shall mean:

2.1.1 PARTNER - (1) a natural person who is an entrepreneur; (2) a legal person; or (3) an organizational unit without legal personality, which is granted legal capacity by law; - that intends to participate or participates in the Partner Program.

2.1.2. CUSTOMER - (1) natural person who is an entrepreneur; (2) legal person; or (3) organizational unit without legal personality, which is granted legal capacity by law. The Partner recommends the Organizer's services to that person in accordance with the terms of the Partner Program.

2.1.3. CIVIL CODE - the Civil Code Act of 23 April 1964. (Journal of Laws no. 16, item 93 as amended).

2.1.4. DISCOUNT CODE - a unique discount code which enables the Customer, who received it from the Partner, to purchase services of the Organizer on the Website with a discount of a specified value.

2.1.5. ORGANIZER - COMO AGNIESZKA SZATKOWSKA entered in the Central Register and Information on Economic Activity in Poland, maintained by the competent minister of economy, with the business address: Stanisława Hebanowskiego 89a/5 Street, 80-766 Gdańsk, NIP (tax number): 8392907896, REGON (National Business Registry Number): 383785814, email address: biuro@megamo.pl, contact phone number: (+48) 696 107 507.

2.1.6. CUSTOMER PANEL - resources on the website's IT system that are protected by individual access data and allow the partner to participate in the Partner Program and to view the history of commissions received and paid.

2.1.7. PARTNER PROGRAM, PROGRAM - Organizer's public promise made in accordance with these Terms and Conditions, on the basis of which the Organizer agrees to reward the Partner in exchange for performing activities and meeting the conditions specified in these Terms and Conditions.

2.1.8. TERMS AND CONDITIONS - the terms and conditions of the Partner Program.

2.1.9. WEBSITE - the Organizer's website available at: www.megamo.eu.

3. CONDITIONS OF PARTICIPATION IN THE PROGRAM

3.1 Every Partner can become a member of the Partner Program, provided that they have access to the Customer Panel and have been approved by the Organizer. Participation in the Partner Program is voluntary.

3.2 The use of the Customer Panel is possible after completing two consecutive steps: (1) filling in an online registration form displayed on the website and (2) confirming the registration by clicking on the "**Save**" box - at this moment the Partner applies for access to the Customer Panel. In the form it is necessary to provide data indicated as obligatory.

3.3 After logging in to the Customer Panel, a Partner may apply for participation in the Partner Program by choosing the option "**Sign up for the Partner Program**" available in the settings in the Customer Panel. A partner is enrolled into the Partner Program once the Partner's participation in the Program is approved by the Organizer.

3.4. The Partner is obliged to provide true and accurate information when using the Partner Program.

3.5 The Partner is obliged to use the Partner Program in a manner consistent with its intended use, these Terms and Conditions, and in accordance with the law, while observing the personal rights, copyrights and intellectual property rights of the Organizer and third parties. The Partner must not provide unlawful content.

4. CONDITIONS OF PROGRAM ORGANIZATION

4.1 The Partner Program is valid from March 1, 2021 until cancellation.

4.2 The Partner Program allows a Partner to earn commission on the services sold by the Organizer to the Customers, who concluded the agreement with the Organizer upon recommendation of the Partner. The Partner may recommend Organizer's services to third parties who have used the services of the Organizer in the past.

4.3 The Partner may recommend Organizer's services in any legally permissible way, which will not harm the reputation and personal interests of the Organizer and their website. While recommending services, the Partner must not mislead or misinform third parties about the Organizer's offer.

4.4 During the recommendation, the Partner should encourage third parties to use the Organizer's services and give them a discount code, which is generated for the Partner in the Customer Panel. The Partner is obliged to ensure that they have the consent, required by law, of the customer to send him/her a discount code via the website or that they have another legitimate legal basis for processing his/her data. The Partner is obliged to provide the Organizer only with such personal data of the Customer, which was obtained in accordance with regulations on personal data protection.

4.5 Discount code automatically identifies the Customer as a Customer who made a purchase on the Partner's recommendation. The Customer is obliged to provide the discount code in an appropriate box when placing the order and ordering Organizer's services via the website. Based on that code, the Partner receives the commission.

4.6 The Partner can receive two types of discount codes from the Organizer:

4.6.1. A set of 20% discount codes which can be used once by a given customer. After using all the discount codes from the pool, the organizer will generate another pool for the partner.

4.6.2. One 15% discount code which can be used by numerous Customers on numerous occasions.

4.7 An unused discount code becomes invalid if the Partner resigns from the Partner Program in the meantime.

4.8 Partner is forbidden to act in order to circumvent the Terms and Conditions of this Partner Program, especially by making fraudulent recommendations and placing false orders in order to receive commissions from the Organizer.

4.9 Legitimate suspicion that the Partner performs practices that are inconsistent with the Terms and Conditions of the Partner Program gives the Organizer the right to suspend the Partner's participation in the Partner Program and withhold the payment of the commission earned by the Partner until the case is investigated. Repeated violation of the Terms and Conditions of the Partner Program gives the Organizer the right to immediately exclude the Partner from the Partner Program by sending a relevant statement by email.

5. COMMISSION

5.1 The commission for the services sold to Customers on the recommendation of the Partner is calculated when the Customers place an order on the Organizer's website. The commission is recorded with the use of a Partner's e-wallet visible after logging in to the Customer Panel. From the level of the Customer Panel, the Partner has access to the history of calculated commissions in different settlement periods.

5.2 The Partner's commission is:

5.2.1. **20% of the net value of each invoice** - from the moment of cooperation between the Partner and the Organizer (BRONZE PARTNER).

5.2.2. **25% of the net value of each invoice** - from the moment when the Organizer's turnover generated by Partner's recommendations reaches 5000,00 PLN net (SILVER PARTNER).

5.2.3. **30% of the net value of each invoice** - from the moment when the Organizer's turnover generated by Partner's recommendations reaches 30 000,00 PLN net (GOLDEN PARTNER).

5.3 The commission only includes invoices paid by the Customers, provided that the Customers who are entitled to withdraw from the contract without giving any reason, do not resign from the contract concluded with the Organizer within the statutory period.

5.4 The commission under the Partner Program can be paid out (1) at any time after the Partner reaches a minimum amount of PLN 500,00, or (2) at the end of a calendar year, regardless of the amount of commission collected by the Partner. The commission paid to the Partner is always a gross amount. A VAT invoice issued by the Partner is the basis for the payment of the commission. It should include the Organizer's data and a payment deadline of at least 7 calendar days. The commission is deducted from the e-wallet in the Customer Panel when the Organizer accepts and approves the Partner's request for the payment.

5.5 The Partner is obliged to fulfill their own tax obligations resulting from the commission granted in the course of the Partner Program according to the rules and deadlines arising from the binding law.

6. ADDITIONAL DISCOUNTS

6.1 The Organizer reserves the right to offer additional discounts to Partners only. Rules of such discounts may be defined in separate discount terms and conditions.

6.2 The Organizer may give Partners vouchers (of any value) for using the Organizer's services. The voucher is granted when it is visible in an appropriate tab available in the Customer Panel.

Unless the description of a given voucher states otherwise, the voucher should be used by the Partner within **7 calendar days** from the date of giving it to the Partner. Vouchers can be used when placing an order via the website by entering a unique voucher code.

6.3 Vouchers and other discounts referred to in section 6 of the Terms and Conditions cannot be combined with other promotions and discounts offered by the Organizer, unless the terms of a separate discount provide otherwise.

7. PERSONAL DATA

7.1 The Organizer is the Administrator of the personal data processed in connection with the provisions of these Terms and Conditions (hereinafter: "**the Administrator**"). Personal data shall be processed in accordance with applicable legal regulations, in particular in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data, on the free movement of such data and on the cancellation of the Directive 95/46/EC (General Data Protection Regulation) - hereinafter referred to as the "**GDPR**" or the "**GDPR Regulation**".

7.2 The Administrator processes personal data for the purposes, for the period and on the basis of the principles indicated in this section of the Terms and Conditions. Providing personal data is voluntary, however, failure to provide personal data necessary to participate in the Partner Program makes it impossible to take advantage of it. The Administrator takes special care to protect the interests of persons whose personal data are processed by the Administrator, and in particular, is responsible and ensures that the collected data are: (1) processed lawfully; (2) collected for specified and legitimate purposes and not further processed in a way incompatible with those purposes (3) factually accurate and adequate in relation to the purposes for which they are processed; (4) stored in a form which makes it possible to identify data subjects for no longer than is necessary for the purposes of processing and (5) processed in a manner which ensures adequate security of personal data, including protection against unauthorized or unlawful processing and accidental loss destruction or damage, by means of appropriate technical or organizational measures. Taking into account nature, scope, context and purposes of processing and the risk of violation of rights or freedoms of natural persons with different probability and the gravity of the threat, the Administrator implements appropriate technical and organizational measures so that processing is carried out in accordance with the GDPR Regulation and to be able to demonstrate this. These measures are, if necessary, reviewed and updated. The Administrator uses technical measures to prevent unauthorized persons from acquiring and modifying the personal data transmitted electronically.

7.3 The Administrator is entitled to process personal data when - and to the extent that - at least one of the following conditions is met: (1) the data subject has given consent to processing of his or her personal data for one or more specified purposes; (2) the processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract; (3) processing is necessary to comply with a legal obligation the Administrator is subject; or (4) processing is necessary for the purposes of the legitimate interests pursued by the Administrator or by a third

party, except where these interests are overridden by the interests or fundamental rights and freedoms of the data subject, which require protection of personal data. This is particularly applicable when a child is the data subject.

7.4 Processing of personal data by the Administrator requires at least one of the grounds indicated above. Specific grounds for personal data processing of Partners by the Administrator are indicated in the next point of these Terms and Conditions - with reference to a given purpose of personal data processing by the Administrator.

7.5 The Administrator may process personal data for the following purposes, on the following grounds and for the following period:

Purpose of data processing	Legal basis for data processing	Data storage period
Implementation of the Partner Program by the Administrator	Article 6(1)(f) of the GDPR Regulation (legitimate legal interest) - processing is necessary for purposes deriving from the legally legitimate interests of the Administrator - consisting of fulfilling the objectives of the promised Partner Program and enabling the Partners to participate and earn commissions in accordance with its terms and regulations	Data are kept for the period of a legitimate interest pursued by the Administrator, but no longer than to the end of the Partner's participation in the Partner Program
Direct marketing	Article 6(1)(f) of the GDPR Regulation (legally justified interest of the Administrator) - processing is necessary for the purposes arising from legitimate interests of the Administrator - consisting of taking care of interests and good image of the Administrator's interests, activities, website and sales	Data are kept for the period of the existence of a legitimate interest pursued by the Administrator, but no longer than the period of limitation of Administrator's claims against the data subject, on account of business activities conducted by the Administrator. The period of limitation shall be determined by the provisions of law, in particular the Civil Code (basic limitation period for claims related to business activities) is three years. The Administrator must not process data for marketing

		purposes when the data subject expresses effective objection in this respect
Marketing	Article 6(1)(a) of the GDPR Regulation (consent) - the data subject has consented to the processing of his/her personal data for marketing purposes by the Administrator	Data are stored until the data subject does not withdraw their consent to further processing of his or her data for this purpose.
Keeping the tax books	Article 6(1)(c) of the GDPR Regulation in connection with Article 86 § 1 of the Tax Ordinance, i.e. of 17 January 2017 (Journal of Laws of 2017, item 201 as amended) - processing is necessary to fulfil a legal obligation of the Administrator	Data are kept for the period when the Administrator is legally required to keep tax records (until the expiry of the period of limitation of tax liabilities, unless tax acts provide otherwise)
Determining, pursuing or defense of claims made by the Administrator or which may be made against the Administrator in connection with the Partner Program	Article 6(1)(f) of the GDPR Regulation (legally justified interest of the Administrator) - processing is necessary for the purposes arising from legitimate interests of the Administrator - consisting of determining, pursuing or defending claims that may be raised by the Administrator or against the Administrator	Data are kept for the period of the existence of a legitimate interest pursued by the Administrator, but no longer than the period of limitation of claims which may be raised against the Administrator (the basic limitation period for claims against the Administrator is six years)

7.6 The Administrator is obliged to use services of third parties in order to fulfill the provisions of the Partner Program. The Administrator uses only the services of such entities that provide sufficient guarantees to implement appropriate technical and organizational measures so that the processing meets the requirements of the GDPR Regulation and protects the rights of data subjects. The Administrator shall transfer data only if it is necessary for the realization of a given purpose of personal data processing and only to the extent necessary for its realization. Partners' personal data may be transferred to the following recipients or types of recipients:

7.6.1. Service providers providing the Administrator with technical, IT and organizational solutions, that enable the Administrator to conduct its business, including running the website and Partner Program (in particular, providers of computer software for running the website, email and hosting provider and provider of business management and technical support software for the Administrator) - the Administrator shares the Partner's personal data with a selected provider acting on his/her behalf only in the case and to the extent necessary for

the proper conduct of the Administrator's business activity that is in line with the point 7 of these Terms and Conditions.

7.6.2. Accounting, legal and advisory service providers providing the Administrator with accounting, legal or advisory support (in particular an accounting office, law firm or debt collection agency) - the Administrator provides the collected Partner's personal data to the chosen provider acting on his/her behalf only in case and to the extent necessary for the proper conduct of the Administrator's business activity that is in line with the point 7 of these Terms and Conditions.

7.7 The Partner whose data is processed by the Administrator has the following rights:

7.7.1 Right to access, correct, restrict, remove or transfer - The data subject has the right to request the Administrator to provide him/her access to his/her personal data, their correction, deletion ("the right to be forgotten") or to restrict processing, object to processing, and transfer data. The detailed conditions for exercising the rights indicated above are indicated in Articles 15-21 of the GDPR Regulation.

7.7.2. Right to withdraw consent at any time - the person whose data are processed by the Administrator on the basis of an expressed consent (pursuant to Article 6(1)(a) or Article 9(2)(a) of the GDPR Regulation) has the right to withdraw consent at any time without affecting the legality of the processing performed on the basis of the consent given prior to this withdrawal.

7.7.3 Right to make a complaint to a supervisory authority - the person whose data are processed by the Administrator has the right to make a complaint to the supervisory authority in the manner and according to the procedure described in the provisions of the GDPR Regulation and Polish law, in particular the Act on Personal Data Protection. The supervisory authority in Poland is the President of the Personal Data Protection Office.

7.7.4. Right to object - the data subject has the right to object at any time - for reasons related to his/her particular situation - the processing of personal data concerning him/her based on Art. 6 (1) (e) (interest or circumstances related to the processing of personal data). 1(e) (public interest or tasks) or (f) (legitimate interest of the Administrator), including profiling based on these provisions. In this situation, the Administrator is no longer allowed to process these personal data, unless it demonstrates the existence of valid legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or grounds for the establishment, exercise or defence of claims.

7.7.5 Right to object to direct marketing - if personal data are processed for the purposes of direct marketing, the data subject has the right to object the processing of personal data concerning him or her for the purposes of such marketing, including profiling, within the scope in which the processing is related to such direct marketing.

7.7.6 To exercise the rights referred to in point 7 of these Terms and Conditions, you can contact the Administrator by sending an appropriate message in writing or by e-mail to the Administrator's address or mailbox indicated at the beginning of these Terms and Conditions.

8. WITHDRAWAL FROM THE PARTNER PROGRAM

8.1 The Partner can resign from participation in the Partner Program at any time and without giving any reason by sending an appropriate statement to the Organizer, for example, via e-mail: biuro@megamo.pl. The resignation comes into effect immediately.

8.2 Resignation means that the Partner's account is deleted from the Customer Panel. Upon resignation, the Partner may ask the Organizer to pay out the commission accumulated in the Customer Panel, provided that the conditions specified in point 5.4 of these Terms and Conditions are fulfilled. Otherwise, resignation from the Partner Program means that the Partner will not receive the commission.

9. COMPLAINT PROCEDURE

9.1 Complaints regarding the Partner Program can be submitted by e-mail to: biuro@megamo.pl.

9.2 It is recommended to provide as many details and circumstances relating to the subject of the complaint as possible. In particular, it is advisable to inform about the type and date of irregularity and include contact details of the person submitting the complaint. This will facilitate and accelerate the process of handling the complaint by the Organizer. The requirements specified in the previous sentence are only a recommendation and shall not affect the effectiveness of complaints submitted without the recommended description of the complaint. However, they may influence the final decision of the Organizer regarding the legitimacy of the complaint.

9.3 The Organizer shall respond to the complaint without delay, within 14 days from the date when the complaint is submitted.

10. FINAL PROVISIONS

10.1 The Partner Program is conducted in Polish language and according to Polish law.

10.2 Amendments to the Terms and Conditions:

10.2.1 The Organizer reserves the right to make changes to these Terms and Conditions if these changes affect implementation of the provisions of these Terms and Conditions for the following important reasons: changes in the provisions of law; changes in the terms and conditions of participation in the Partner Program, or changes in the prizes awarded in the Partner Program.

10.2.2. Changes in the Terms and Conditions can take place at any time, just like the cancellation of the Partner Program. However, they do not affect the Partner's acquired rights, including the validity of actions and conditions fulfilled by the Partner to receive the commission,

nor the commissions already granted. The Organizer informs the Partner about changes and cancellation of the Partner Program by email and by a relevant message displayed in the Customer Panel on the website.

10.3 In situations not discussed in these Terms and Conditions, the provisions of the Civil Code and other relevant provisions of universally binding Polish law are applicable.