

## SENUTO AFFILIATE PROGRAM TERMS & CONDITIONS

These Terms and Conditions (“Terms and Conditions”) set out the terms and conditions of our Affiliate Program under which we cooperate with users (“Affiliate”, “you”, “your”) to promote our services and acquire customers (“Program”).

The Program is organized by Senuto spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw (02-737 Warsaw), at ul. Niedźwiedzia 12b, registered in the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under number KRS 0000464809, Tax Identification Number (NIP) 9512367837, Statistical Identification Number (REGON) 14670364200000, with the share capital of PLN 2,678,200.00 (“Senuto”, “we”, “us”, “our”).

If you are interested in joining our Program, you are required to read these Terms and Conditions in advance and accept the terms and conditions set out herein. By joining our Program, you accept these Terms and Conditions without any reservations. If you do not accept the Terms and Conditions or do not agree to the rules indicated in the Privacy Policy, you are not allowed to join our Program.

### 1. DEFINITIONS

#### 1.1. Meaning of other terms used in the Terms and Conditions:

Affiliate	a natural person, not being a consumer, having full capacity to perform legal transactions, a legal person or an unincorporated entity in which the law vests legal capacity, who in the course of his/her business or professional activity enters into an Affiliate Agreement, meeting all the requirements for an Affiliate specified in the Terms and Conditions.
Customer	an entity approved by us as entering into a Final Agreement with us as a result of your actions; a Customer may also be an entity that has previously used our Services and, as a result of your actions, is renewing previously ordered Services, provided that said entity has not been our customer in the last 365 days preceding the date of the Agreement.
(Advertising) Materials	any kind of advertising media or any other kind of tool that presents or is used to present information about our Services; Materials may come from us or from you; Materials also include codes and affiliate links (links to the Website)
(Affiliate) Panel	Affiliate’s account management panel provided by Senuto; the Affiliate Panel may be provided as part of a website owned and administered by a third party
Privacy Policy	the document that governs privacy security and the terms of our processing of personal data; the Privacy Policy supplements these Terms and Conditions and is available at: <a href="https://legal.senuto.com/active/pl/privacy.pdf">https://legal.senuto.com/active/pl/privacy.pdf</a>

Senuto Terms and Conditions	terms and conditions for the provision of Services to Customers by Senuto, available at: <a href="http://www.senuto.com/pl/regulamin/">www.senuto.com/pl/regulamin/</a>
Website	internet website available at <a href="http://www.senuto.com">www.senuto.com</a> which is owned and administered by us
Commission fee	rates of commission fee payable to our Affiliates on whose sales such commission fee is due
Affiliate Agreement	an agreement between the Affiliate and Senuto under the Program, the general terms and conditions of which are set out herein
Final Agreement	an agreement the object of which is our Services, that we have entered into with a Customer who purchases a particular Package as part of the Website as a result of your actions as an Affiliate, as defined in the Terms and Conditions and the Agreement; the following do not constitute or create the Final Agreement: <ul style="list-style-type: none"> <li>- points purchased by the Customer as part of the Service Provider's points system, the so-called Senucoins, and</li> <li>- additional Modules purchased by the Customer that are not available as part of the Package purchased by the Customer or whose usage limit has already been exhausted, the so-called Addons.</li> </ul>
Services (Senuto)	services offered and provided by us, in particular through the Website, including access to software or other tools offered on the Website, search engine optimization (SEO) services, Internet marketing and other services included in the offers presented on the Website.

1.2. In the e-mail correspondence exchanged by the Parties, the above terms written with a lowercase letter shall have the meaning as defined in the Terms and Conditions, unless expressly indicated otherwise.

## 2. PRELIMINARY PROVISIONS

- 2.1. The object of the Program and the Affiliate Agreement is for you to promote and recommend Senuto Services, through advertising spaces of your choice.
- 2.2. For the avoidance of doubt, we also note that under the Affiliate Agreement you will not be our agent or attorney-in-fact and you are not authorized to make statements of intent on behalf of Senuto.
- 2.3. Your personal data are processed in accordance with the Privacy Policy.

## 3. TERMS OF COOPERATION

- 3.1. Participation in our Program is possible by submitting to us your willingness to enter into an Affiliate Agreement. Upon your acceptance of the Terms and Conditions, the agreement is accepted, you are granted the status of an Affiliate, and the Affiliate Agreement is entered into between us under the terms set out herein. You are also provided with access data to the Affiliate Panel.
- 3.2. Within the Affiliate Panel, you are given access to, among other things:
  - (a) information on the number of effectively executed Final Agreements;
  - (b) information on the balance of remuneration both payable and paid to you;
  - (c) statistics.

Senuto stipulates that, within the Affiliate Panel, it may also make Advertising Materials available to the Affiliate, but Senuto does not undertake to do so, and the Affiliate may not request that Senuto make any Advertising Materials available to the Affiliate.

- 3.3. Under the Agreement, you undertake to perform your duties with due diligence, in a professional manner, and to act in accordance with the law, with respect for third-party rights and good morals, and with due regard to good Internet advertising practices. As such, under the Affiliate Agreement you undertake in particular:
  - 3.3.1. not to publish, next to our Advertising Materials, information that conflicts with these Terms and Conditions;
  - 3.3.2. not to use prohibited techniques to promote the Senuto Services, in particular by sending spam;
  - 3.3.3. not to take any other action leading to an increase in your remuneration which is artificial or unfair, including contrary to the law or netiquette;
  - 3.3.4. not to modify the Materials originating from us.
- 3.4. We undertake to use our best efforts to cooperate with you as effectively as possible in the performance of the Affiliate Agreement and to ensure that our cooperation is carried out in good faith and with respect for reciprocal interests.
- 3.5. In order to avoid misunderstandings, at any time we may ask you to indicate how the Materials are published, as well as provide you with binding guidelines on how you use them. You are required to immediately comply with the guidelines provided in this regard.
- 3.6. The rules of publishing the Materials may be changed as well as at any time we may decide to suspend their publication, which you hereby accept.

#### **4. PROHIBITED ACTIVITIES UNDER THE PROGRAM**

- 4.1. In addition to the prohibitions referred to in paragraph 3.3. above, we consider the following activities to be prohibited under the Program:
  - 4.1.1. advertising with the use of Google Ads and Senuto's logo, name, trademark or any other elements constituting the object of Senuto's economic rights or intellectual property - in particular, the Affiliate is prohibited from advertising with the use of keywords, the list of which is attached as Appendix 1 hereto; the prohibition set forth in this clause applies to advertising in the Polish, Czech, Slovak, Hungarian, Romanian, Dutch, Danish, Swedish and U.S. markets;
  - 4.1.2. advertising on Facebook.com, LinkedIn, X (former Twitter), Instagram, TikTok, using Senuto's logo, name, trademark or any other elements constituting the object of Senuto's economic rights - it is also forbidden for the Affiliate to create and use accounts or profiles on these social networks using or exploiting to any extent the elements constituting the object of Senuto's economic rights or intellectual property;
  - 4.1.3. entering into, on your own, a Final Agreement with Senuto in order to receive commission fees for entering into and paying for such Final Agreement;
  - 4.1.4. introducing malware into the website or software under which the Affiliate Panel has been made available to you, or violating any other provisions of their terms of service and terms of use (terms and conditions, etc.);
  - 4.1.5. publishing Materials on advertising spaces that contain racist, pornographic, threatening, inciting aggression, prohibited by law or violating third-party rights or otherwise violating good morals;
  - 4.1.6. fraudulent positioning of the Materials in search engines, including through prohibited positioning techniques such as link exchange systems (SWL), use of keywords unrelated to the content of the page, especially in meta tags;

- 4.1.7. carrying out advertising activities other than those specified in the other clauses that are intended to use Senuto's brand or intellectual property items or elements covered by Senuto's economic rights in any manner whatsoever;
- 4.1.8. duplicating a page containing Materials in a number of locations;
- 4.1.9. placing our affiliate links as automatically activated upon entering Materials or in another location (such as opening an e-mail);
- 4.1.10. promoting Materials in comments, forums and other locations in a way that does not comply with the rules of such location;
- 4.1.11. making the ability to use our affiliate link contingent on the performance of other activities not related to our Services;
- 4.1.12. using any other type of intrusive or aggressive promotion of the Materials;
- 4.1.13. modifying our affiliate links by changing their functionality;
- 4.1.14. using Materials not originating from Senuto, without obtaining Senuto's prior approval for the use of specific Materials, expressed at least in documentary form;
- 4.1.15. any other action leading to a violation of our rights or interests.
- 4.2. If you take the actions set forth in this clause, this may specifically result in Senuto taking the actions indicated in Section 7 of the Terms and Conditions.

## **5. MATERIALS**

- 5.1. Under the Agreement, we provide you with various Materials, in banners or discount codes, etc. For this purpose, we also grant you a non-exclusive license to the Materials provided by us in the fields of exploitation necessary for the performance of the Agreement, such as public performance, exhibition, display, reproduction and broadcasting and rebroadcasting, as well as making the work available to the public in such a way that anyone can access it at a place and time of their own choosing. The license is limited to the term of the Agreement - upon termination of the Agreement at the latest, you will be required to remove any Materials provided to you (unless we expressly stipulate in advance that certain Materials may be removed at a later date specified by us). We may also terminate the license with immediate effect if we see that the Materials are being used improperly by you, in which case the preceding sentence shall apply accordingly. The license referred to in this paragraph is unlimited in territory, unless otherwise indicated by Senuto when providing the Materials.
- 5.2. We may also use your Materials, including your logos, to promote our cooperation under the Program. In such case the licensing provisions referred to in paragraph 5.1. above shall apply accordingly.
- 5.3. You are responsible for the content accompanying our Materials on your advertising space, especially if they are false or misleading. We may monitor the use of the Materials and prohibit the dissemination of selected Materials, including without giving any reason. Senuto may in particular approve in advance the Materials which you use and which do not originate from Senuto. The Affiliate represents that all Materials not originating from Senuto used by the Affiliate in the performance of the Affiliate Agreement do not violate third-party rights, and in the event of such Materials violating third-party rights, the Affiliate represents that it releases Senuto, fully and completely, from liability to such third parties for the damage caused to them by the publication of such Materials in the full amount, including any profits lost by such third parties, as well as from liability for infringement of the personal interests of such third parties. The Affiliate represents that in the situation referred to in the preceding sentence, the Affiliate himself/herself shall satisfy all claims for violation of third-party rights that the Affiliate has violated by publishing the Materials.
- 5.4. In the event that the Affiliate or Senuto receives credible information or official notice of the illegality of the content published or posted by the Affiliate, the Affiliate agrees to remove it immediately.

## 6. AFFILIATE'S REMUNERATION

- 6.1. In consideration of promoting our Services, we will pay you remuneration in the manner, in the amount and subject to the conditions set forth in the Terms and Conditions. Your remuneration will be a commission fee on each Final Agreement that has been paid by the Customer and that, within 14 days from the date of payment being made by the Customer, has not been terminated or the payment for said Final Agreement has not otherwise been repaid to the Customer.
- 6.2. The Final Agreement will be deemed executed as a result of your actions if the Customer has registered an account through an affiliate link which was provided to you upon execution of the Agreement and which is available in the Affiliate Panel, or a link that you personalized yourself in accordance with the terms of use of the Website.
- 6.3. In the event that a discount has been provided to the Customer for certain Senuto Services through the Material, your remuneration will be calculated on the amount actually paid by the Customer for such Services.
- 6.4. The Affiliate's commission fee shall correspond to 25% of the value of the payments made by the Customers acquired by the Affiliate on account of the Final Agreements: payable to the Affiliate after the first Customer is acquired and the Affiliate fulfils the other conditions referred to in clauses 6.1 and 6.2. Senuto reserves the right to change the amount of the commission fee on a case-by-case basis as agreed with the relevant Affiliate.
- 6.5. The commission fee shall each time be paid to an Affiliate only when the total amounts due to the Affiliate on account of the commission fee reaches at least the equivalent of USD 500.00 (five hundred U.S. dollars) net.
- 6.6. We may withhold or refuse to pay your remuneration if we become aware that the Customers assigned to you have been acquired by you through illegal or overly aggressive, questionable sales or marketing methods or in breach of other provisions of the Terms and Conditions.
- 6.7. The basis for billing will be the information contained in your Affiliate Panel regarding the number of Final Agreements meeting the conditions indicated above during the billing period, which is considered to be a calendar month. At the same time, as part of the Panel, we will provide you with information about the amount of remuneration due to you for promoting our Services. Based on this information, when the value of the commission fee payable to you reaches at least the equivalent of the amount referred to in clause 6.5, you will issue to us an electronic invoice, the content of which will relate to the payment from the Senuto Affiliate Program, for the amount of the commission fees collected by you, not less than the amount referred to in clause 6.5 above, converted into PLN according to the exchange rate published by the National Bank of Poland on the day you issue the VAT invoice, and send it to us at the following email address: [affiliate@senuto.com](mailto:affiliate@senuto.com).
- 6.8. We will pay the fee by wire transfer within 10 (ten) business days from the date of delivery to us of a correctly issued invoice to the bank account indicated on the invoice.
- 6.9. All costs and expenses related to the performance of the Agreement will be borne by you - we do not reimburse the costs or expenses of its performance hereunder.
- 6.10. For the avoidance of doubt, we would like to note that the commission fee is not deducted from the Services paid by the Customer, liquidated damages, interest, compensation and any receivables on account of non-performance or improper performance of an obligation by the Customer, as well as from points under the Service Provider's points system, the so-called Senucoins, and additional Modules which are not available under the Package purchased by the Customer or whose usage limit has already been exhausted, the so-called Addons, that the Customer purchased additionally during the term of the Final Agreement. If it proves that

due to a system error or the subsequent disclosure of circumstances related to your violation of the Terms and Conditions, which resulted in the addition of undue commission fees to your balance, the remuneration calculated to you shall be undue and shall be repaid to us.

- 6.11. If a Customer acquired by you becomes our Affiliate, you will not be entitled to a commission fee on the amounts paid by other Customers referred by the new Affiliate.
- 6.12. If the Customer extends the expiring Final Agreement and re-enters into a Final Agreement with Senuto, if the Customer makes a payment for this extended Final Agreement and meets the other conditions referred to in clauses 6.1 and 6.2, a commission fee on this payment will be payable to the Affiliate at 25% of the value of the payment made by the Customer to pay for the extended Final Agreement.
- 6.13. If, based on the relevant laws, the practice of its application or the decisions of the competent tax authorities, Senuto is required to withhold a lump-sum income tax (withholding tax) from the receivables paid to the Affiliate under this Affiliate Agreement, Senuto will, if practicable, apply an exemption or withholding tax at the lowest rate permitted under the provisions of Polish tax law or the relevant double taxation treaty (if applicable).
- 6.14. Prior to the delivery of the invoice, each Affiliate is required to provide Senuto with the relevant documents, as defined by the provisions of Polish law and the practice of their application or decisions of competent tax authorities, authorizing the application of an exemption or preferential rate of withholding tax, including (but not limited to):
- a certificate of tax residence, confirming tax residence within the meaning of the relevant double taxation treaty, on the date of payment of the amount due, and
  - a statement of Beneficial Owner status with respect to the amount payable under the Affiliate Agreement in the form attached as Appendix No. 2 hereto.
- 6.15. Documents relating to payments should be delivered to Senuto prior to the due date. The certificate of residence described above should be provided in the original or as a copy. Senuto will pay the remuneration in full, i.e. without withholding or making deductions for taxes if the Affiliate provides the required documents in Poland for the application of withholding tax exemption. In the event that Senuto is not provided with the required documents authorizing it to apply the exemption or preferential withholding tax rate to the remuneration due to the Affiliate, Senuto may:
- reduce, by withholding tax at the standard rate provided for under Polish tax law or the relevant double taxation treaty (if applicable), or
  - pay at a later date specified by the Affiliate.
- 6.16. The Affiliate represents that it is an income taxpayer in the country of its tax residence and does not enjoy exemption from income tax on all its income, regardless of the source of its income.
- 6.17. The Affiliate represents that it conducts an actual economic activity in the country of its tax residence and that it is the beneficial owner with respect to the payments received under the Affiliate Agreement, meaning that it receives the payments for its own benefit without being an intermediary, agent, trustee or otherwise being obliged to transfer all or part of the receivables to another entity.
- 6.18. The Affiliate shall promptly inform Senuto of a change in the circumstances referred to above, as well as of a change in the circumstances indicated in the statement of Beneficial Owner status with respect to the receivable payable hereunder.

## **7. SUSPENSION OR TERMINATION OF THE AGREEMENT**

- 7.1. The Affiliate Agreement is entered into for a non-fixed term and may be terminated by both you and us upon 1 (one) months' notice. As of the date of termination of the Affiliate

Agreement, you will lose all access to the Affiliate Panel, which will be blocked in relation to you.

- 7.2. We may also terminate the Agreement with immediate effect if you act to our detriment or in a manner contrary to our interests, in particular:
  - 7.2.1. you persistently breach the provisions of the Affiliate Agreement or the Terms and Conditions;
  - 7.2.2. your advertising space, regardless of where and through whom you advertise, or your social media shows content that is prohibited under the provisions of these Terms and Conditions;
  - 7.2.3. you take steps to have the Customer(s) of another Affiliate assigned to you;
  - 7.2.4. you use the Materials provided by us for a purpose other than the performance of the Agreement;
  - 7.2.5. you use illegal or unethical sales practices.
- 7.3. We may also suspend your participation in the Program in the above cases, prior to termination, until you have completed appropriate remedial steps. Accordingly, as long as you perform all requested actions necessary to restore the correct status of our cooperation within the timeframe indicated by us, your participation will be suspended and we will not terminate the Agreement.
- 7.4. If we are in breach of the Agreement by failing to pay the remuneration to you despite a default on payment of at least 60 days, you are entitled to terminate the Agreement with us with immediate effect.
- 7.5. A statement of termination (with or without notice) of the Agreement shall be made in writing or by e-mail, otherwise being null and void.
- 7.6. On or before the date of termination of the Agreement, you are required:
  - 7.6.1. to return any Materials received from us;
  - 7.6.2. to remove any information about us from all of your advertising spaces and, at our request, from other places where you have placed it;
- 7.7. In the event of termination of the Affiliate Agreement pursuant to clauses 7.1, 7.2, or 7.4 above, if the amount of commission fee accumulated by the Affiliate before the termination of the Affiliate Agreement takes effect is less than the lowest amount of commission fee to be paid as provided in these Terms and Conditions referred to in clause 6.5, and the Affiliate fails to deliver to Senuto a correctly issued VAT invoice for such amount no later than 3 days after the date of termination of the Affiliate Agreement, the Affiliate will lose the right to payment of the amount of commission fee accumulated as of the date of termination of the Affiliate Agreement.
- 7.8. If the Customer, as a result of your actions at a later date, enters into a Final Agreement with us and pays it after the termination of our Affiliate Agreement, you will not be entitled to a commission fee on these amounts.

## **8. SENUTO'S LIABILITY**

- 8.1. We endeavour to operate at the highest possible level, but we are not liable for errors in the functioning of the tools provided to you, in particular the Affiliate Panel and Materials, and for the consequences of their use by you, which: (a) arise from unauthorized access to such tools/materials, (b) arise from changes made by you or a third party and not authorized by us; (c) arise from dysfunction of the Internet network or software related to the management of affiliate codes or links; (d) arise from the omission of your ID for reasons beyond our control (e.g., incorrect reading of scripts due to incompatibility of the Internet browser, deletion of a cookie by the Customer), (e) arise from a failure occurring on your part.
- 8.2. Senuto stipulates that the Website, Affiliate Panel or Services may be temporarily unavailable due to the need to undertake technical operations concerning the software or hardware such

as updating, maintenance, inspection, replacement. Unavailability may also result from unavailability or malfunction of other websites or service providers used by Senuto, such as, for example, hosting services. The unavailability referred to in this clause shall not constitute basis for

any claims against Senuto. Nor will we be liable for the manner of your use of the Materials and the Panel. We also do not supervise or inspect your advertising spaces.

8.3. The Website, Affiliate Panel and Materials are used via the Internet, which entails the risks that are inherent in the use of this network. Risks associated with using the Internet include the possibility of introducing software that can cause harm to a device connected to the Internet, including without limitation “viruses”, “worms” and “Trojan horses”. Therefore, it is advisable for the Affiliate to have up-to-date software to counter such threats, such as anti-virus programs and programs that protect devices from unauthorized access by third parties (so-called firewall). Threats are also posed by third parties seeking unauthorized access to devices and data without the knowledge and against the will of the User. In order to prevent them, it is recommended to keep any passwords allowing access to the Website and Affiliate Panel strictly confidential.

8.4. Senuto shall not be liable for non-performance or improper performance of obligations resulting from causes beyond Senuto’s control. Senuto shall not be liable for technical problems or technical limitations occurring in the computer equipment, information and communication system (other than the Website and the information and communication systems used to provide the Services) and telecommunications infrastructure used by the Affiliate that prevent the Affiliate from using the Website, the Affiliate Panel, and to which Senuto has not contributed in any way. The Affiliate acknowledges that Senuto cannot guarantee that the scope of potential Services and the Affiliate Panel will remain unchanged during the term of the Agreement. Senuto will not be liable for the consequences of such changes resulting from changes in the terms and conditions made by the operators of the websites, and such changes will not constitute basis for any claims.

8.5. To the fullest extent permitted by law, Senuto’s liability for damage, including damage suffered by the Affiliate, in connection with the non-performance or improper performance of the Affiliate Agreement is excluded. In particular, Senuto, its partners, suppliers, members of the Management Board, employees, associates or attorneys will in no event be liable to the Affiliate or any other third party, for any damages, losses incurred or lost benefits, including, in particular, direct damages, indirect damages, pure financial losses, consequential damages (including, for example, loss of profits, revenues, business interruption, loss of data or computer programs, loss of reputation or good name, attorneys’ fees or court costs), including, in particular, damages arising directly or indirectly from: - use or non-use of the Services, Website, Affiliate Panel by or on behalf of the Affiliate, or any services distributed or provided through the Website or the Services; reliance on the completeness, accuracy of any advertising or marketing efforts in connection with Senuto, the Website or the Services; any changes that Senuto may make to the Services, or for any permanent or temporary suspension of the Services; the deletion of or damage to, or loss of access to, any content maintained or provided through the Website or the Affiliate Panel; any breach by the Affiliate of its obligation to maintain the confidentiality of login credentials; any failure or interruption of the Website, or the Services, resulting from errors, data loss, defects, viruses, interruptions or delays in operation or data transmission, or otherwise.

8.6. The exclusion of liability referred to in the preceding paragraph applies to liability that may arise on any basis, including in contract, law, tort, including liability for non-performance or improper performance of obligations. The exclusion of liability also applies if Senuto was expressly advised of the possibility of damage or should have foreseen such a possibility.



- 8.7. Notwithstanding the foregoing and without prejudice thereto, the limitation of Senuto's liability to the Affiliate on any basis in connection with the Affiliate Agreement, the Terms and Conditions or the Services, due to events occurring in a calendar year, shall be the equivalent of three times the average monthly fee on account of the execution of the Final Agreement, available in the Senuto Price List published on [senuto.com](http://senuto.com), during the last three months preceding the occurrence of the event triggering such liability.
- 8.8 The provisions of this section apply to the fullest extent permitted by law.

## **9. COMPLAINTS**

- 9.1. The Affiliate may submit complaints relating to the implementation of the Program. A complaint may be submitted in writing to Senuto's address indicated on [senuto.com](http://senuto.com) or via e-mail sent to the e-mail address [affiliate@senuto.com](mailto:affiliate@senuto.com) or [hello@senuto.com](mailto:hello@senuto.com).
- 9.2. In the complaint, the Affiliate should indicate his/her e-mail address and business name and state the reason for the complaint, as well as the scope of actions that the Affiliate expects Senuto to undertake.
- 9.3. Senuto will review the complaint within 30 days. If the complaint is accepted, Senuto will take steps to rectify the condition giving rise to the complaint or justify its refusal to accept the complaint.

## **10. CHANGES TO THE TERMS AND CONDITIONS**

- 10.1. Senuto reserves the right to introduce changes to the Terms and Conditions for an important reason upon a 7-days' advance notice to the Affiliates.
- 10.2. Changes take effect 7 days after being notified to the Affiliate, unless the latter terminates the Affiliate Agreement within the aforementioned period.
- 10.3. An annex introducing changes may provide for a longer effective date for individual changes.
- 10.4. The Affiliates will be notified of changes to the Terms and Conditions via e-mail sent to them containing the relevant information and a link to the text of the changed Terms and Conditions, as well as by relevant information being posted on Senuto Website and the consolidated text of the changed Terms and Conditions being made available on the Website.
- 10.5. An Affiliate who does not agree to the changes in the Terms and Conditions may submit a notice of termination of the Affiliate Agreement within 7 days of receiving an e-mail informing him/her of the changes to the Terms and Conditions. An Affiliate may submit a statement of termination electronically by sending such statement via e-mail to [affiliate@senuto.com](mailto:affiliate@senuto.com) or [hello@senuto.com](mailto:hello@senuto.com) or in writing by sending a statement of termination by mail or courier to Senuto. If the Affiliate submits a statement of termination, such termination will have the effect of terminating the Affiliate Agreement within 7 days from the date of receipt of such statement by Senuto.
- 10.6. The Affiliates who enter into the Agreement during the period from the publication of changes to the Terms and Conditions until their effective date, the provisions of the existing Terms and Conditions will apply during such period, and the provisions of the changed Terms and Conditions will apply during the period starting from the effective date of the changes. Such Affiliates will be required, upon Registration, to agree to the changes made to the Terms and Conditions. For the aforementioned reasons, such Affiliates will not receive separate e-mail notifications of the changes, nor will they be entitled to give notice of termination due to the changes having been made.

## **11. FINAL PROVISIONS**

- 11.1. To the extent not covered by these Terms and Conditions, the Senuto Terms and Conditions available at this address <https://www.senuto.com/pl/regulamin/> shall apply accordingly.
- 11.2. You may not assign your rights (receivables) or transfer your obligations arising from the cooperation under the Affiliate Agreement without our prior written consent or otherwise any such assignment will be null and void.
- 11.3. These Terms and Conditions and the Affiliate Agreement will be governed by the laws in force in the territory of the Republic of Poland. In matters not covered by these Terms and Conditions, the relevant provisions of the law in force in the territory of the Republic of Poland will apply.
- 11.4 The provisions of paragraph 11.3 above will apply only to the extent that the choice of law of the Republic of Poland is legally permissible in a given case. The provisions of paragraph 11.3 above, as well as other provisions of these Terms and Conditions, will be without prejudice to the laws of jurisdictions other than the Republic of Poland, the application of which cannot be excluded by agreement. The preceding sentence will not apply if, in a given case, it is permissible to exclude also such laws of foreign jurisdictions as a result of making a choice of law in accordance with paragraph 11.3.
- 11.5 Any disputes between the Parties, including in particular those concerning the validity, interpretation, non-performance or improper performance of the Agreements will be subject to the jurisdiction of the Polish courts. Any disputes between Senuto and the Affiliate, including, in particular, disputes concerning the validity, interpretation, non-performance or improper performance of the Affiliate Agreements, will be resolved by the court having jurisdiction over Senuto's registered office and address.
- 11.6. The provisions of paragraph 11.5 above will apply only to the extent that an agreement to submit disputes to the jurisdiction of the Polish courts or, as the case may be, an agreement to submit disputes to the territorial jurisdiction of the court competent for the Senuto's registered office, is permitted in a given case. The provisions of paragraph 11.5 above will be without prejudice to the provisions otherwise determining the jurisdiction or, as the case may be, the territorial jurisdiction of the court, if such provisions cannot be excluded by the provisions of paragraph 4 above.
- 11.7. If the Terms and Conditions are also drafted in a language version other than the Polish version, the Polish version will be binding in the event of discrepancies between the different language versions.
- 11.8. With regard to legal relationships between Senuto and the Affiliate, the use of contract model forms is excluded (this applies in particular to general contractual terms and conditions, contract templates, terms and conditions, etc.).
- 11.9. These Terms and Conditions are available in an electronic version at [senuto.com](https://www.senuto.com). The Affiliate can also download the content of the Terms and Conditions from the aforementioned website and save them on his/her own data carrier.
- 11.10 The Terms and Conditions take effect as of 10 April 2024.

**Appendix No. 1 to the Terms and Conditions of the Senuto Affiliate Program**

**The list of keywords referred to in clause 4.1.1. of the Terms and Conditions  
which the Affiliate may not use when advertising its activities**

- 1. senuto**
- 2. senut**
- 3. senuko**
- 4. sebuto**
- 5. senuo**

## Appendix No. 2

### OŚWIADCZENIE RZECZYWISTEGO ODBIORCY NALEŻNOŚCI

Działając jako (nazwa odbiorcy należności) z miejscem zamieszkania (adres), pod numerem identyfikacyjnym (numer identyfikacyjny), numer identyfikacji podatkowej: (TIN) (dalej jako „Podmiot”),

Niniejszym oświadczamy, że:

1. Podmiot jest podatnikiem posiadającym siedzibę w (...) i podlega w państwie, w którym ma siedzibę, opodatkowaniu podatkiem dochodowym od całości swoich dochodów, bez względu na miejsce ich osiągnięcia, włączając dochody osiągnięte z tytułu należności wypłacanych przez SENUTO Sp. z o.o..
2. Podmiot jest rzeczywistym właścicielem należności (...) płaconych przez SENUTO Sp. z o.o. zgodnie z art. 5a pkt 33d, polskiej ustawy z dnia 26 lipca 1991 roku o podatku dochodowym od osób fizycznych, co oznacza, że:

### STATEMENT OF BENEFICIAL OWNERSHIP

Acting as (name of the Recipient) with its place of residence in (address) under the identification number (ID number), tax identification number: (TIN number) (hereinafter “Entity”),

We hereby declare that:

1. The Entity is a taxpayer having its registered office in (...) and is subject to income tax, in the country where its registered office is located, on the entirety of its income regardless of where it is earned - including income earned from SENUTO Sp. z o.o..
2. The Entity is a beneficial owner of (...) paid by SENUTO Sp. z o.o. in accordance with Article 5a, point 33d, of the Polish Act on Personal Income Tax of July 26, 1991, which means that:

- |   |  |
|---|--|
| <p>a. Podmiot otrzymuje należność dla własnej korzyści, w tym decyduje samodzielnie o ich przeznaczeniu i ponosi ryzyko ekonomiczne związane z utratą tych należności lub ich części.</p>                   | <p>a. The Entity receives payments for its own benefit, as well as independently decides on purpose thereof and bears the economic risk associated with the loss of these receivables or a part thereof.</p>               |
| <p>b. Podmiot nie jest pośrednikiem, przedstawicielem, powiernikiem lub innym podmiotem zobowiązanym do przekazania całości lub części należności innemu podmiotowi.</p>                                    | <p>b. The Entity is not an intermediary, a representative, a trustee or other entity obligated to transfer all or a part of the receivables to another entity.</p>   |
| <p>c. Podmiot prowadzi rzeczywistą działalność gospodarczą w kraju swojej siedziby uwzględniając charakter oraz skalę prowadzonej działalności w zakresie należności otrzymywanej od SENUTO Sp. z o.o..</p> | <p>c. The Entity conducts an actual economic activity in the country of its domicile taking into account the nature and the scope of operations conducted with respect to receivables received from SENUTO Sp. z o.o..</p> |

Oświadczenie jest ważne przez czas nieokreślony od daty jego wystawienia. W przypadku zmiany jakichkolwiek danych wskazanych w oświadczeniu Podmiot zobowiązany jest do dostarczenia aktualnego oświadczenia pod rygorem odpowiedzialności za ewentualne straty finansowe po stronie SENUTO Sp. z o.o..

This statement is valid indefinitely from the date of its issuance. If any data indicated in the statement is changed, the Entity undertakes to provide a valid statement under pain of liability for any financial losses SENUTO Sp. z o.o..