

SMUC.IO Affiliate Program

Terms and Conditions

The following Terms and Conditions (T&C, Terms or Agreement) apply to your participation in the SMUC.io Affiliate Program offered by SMUC.io (www.smuc.io) (we, us, our). The SMUC.io Affiliate Program (the Program) allows the Affiliate (you, your) to promote SMUC.io services (Products <https://smuc.io/prices/>) and receive commissions as set out in this T&C. The Terms and Conditions incorporate by reference our Privacy Policy and by accepting these you also accept our Information about our Private Policy.

1. PARTICIPATION IN THE AFFILIATE PROGRAM

To join the Program:

Step 1: Go to www.smuc.io website, make a free registration by clicking on our “Start for Free” button.

Step 2: Login. Go to your dashboard. Click to the account icon on the top right corner, and choose on the left side: “Register As An Affiliate”. Fill out the registration form, provide all the obligatory information (email address, contact data, payment method, company name, company address, valid tax number, promotion expectations), and finally accept these Terms and Conditions.

By finishing the registration and accepting these Terms and Conditions, the Affiliate states that he or she acts as or on behalf of a legal entity, according to the law of its establishment and entitled to give out and receive invoices and will legally pay all the taxes after its commissions (income).

We shall provide you with a dashboard in your Affiliate Account Area where you can check all your commissions and partners as Visitors. Once your

Affiliate profile is created, you will be able to access your Dashboard by clicking on “Affiliate” at the left side of the page on your account.

On your Dashboard you will see: data of your Net Commission (Total of your commission without VAT), Sales (total net payments of your Customers), Visitors (number of how many times your Affiliate link has been opened), Conversion (how many percentage of your Visitors purchased a SMUC.io Product).

2. YOUR RESPONSIBILITIES

As an Affiliate, you agree that:

- You are responsible for providing us with full and accurate account information and for keeping that information up to date. Such information includes, but is not limited to: contact details, all website URL(s) where SMUC.io will be promoted, promotional practices and means, payment details and any other details we may require. We reserve the right to request additional data unically, regarding all the websites where you promote SMUC.io and the promotional practices you use, etc.. Failure to provide accurate information may result in exclusion from the Program, suspension or termination of your account and forfeiture of any commissions.
- You should act in good faith to refer customers in good standing. Customers in good standing are account owners who have provided valid contact information, are not flagged for fraud risk, have active accounts as per the SMUC.io Terms and Conditions and actively use their accounts. Active account usage is determined at our sole discretion and may be based on the following: The referred customer has maintained an active payable account on SMUC.io platform and that the user has not cancelled the account subscription or churned out.

- You should not take action or make recommendations to your referrals that result in a potential revenue loss for SMUC.io.
- You should not engage in incentivized programs and business-opportunity sites, using marketing practices that might be unethical or likely to attract customers who are not in good standing.
- You should not use on behalf of your referrals, or encourage your referrals to use on their SMUC.io accounts, any copyrighted or third-party material without the proper licences.
- You should not copy, alter or modify any icons, buttons, banners, graphics, files or content contained in SMUC.io website, including but not limited to removing or altering any copyright or trademark notices, without prior written approval from us.
- You should not engage in any SEO/spam link building techniques in order to generate more referrals for SMUC.io.
- You agree not to violate any applicable law.
- You should be loyal to SMUC.io and should not misuse its confidence and shall not damage its reputation.
- You are required – in case you have a website – to rightfully disclose the affiliate relationship with SMUC.io on your website.

If we detect a pattern in your affiliate practises that in our reasonable opinion violates any aspect of the T&C, we reserve the right to suspend or terminate your account and cancel all outstanding commission payments due.

3. AFFILIATE ADVERTISING

When advertising our services, you should use only promotional materials approved by SMUC.io. Approved materials are only those we provide in your SMUC.io account or the ones that a SMUC.io representative approves in writing. Approved materials may contain the SMUC.io trade names, service marks, and/or logos for display on your Affiliate Site and slogans. We hereby grant you a limited, non-exclusive, non-transferable licence to access and

download such promotional materials for placement on your website for the sole and exclusive purpose of promoting websites owned, operated or controlled by SMUC.io. By using such promotional materials, you agree to work with us in order to establish and maintain approved promotional materials.

Upon termination of your affiliate account, the limited, non-exclusive licence to access and download promotional materials of SMUC.io shall be automatically withdrawn.

Inappropriate ways of advertising include, but are not limited to:

- Using any illegal or spam method of advertising, e.g. unsolicited email, unauthorised placing of the link in forums, newsgroups, message boards etc.;
- Bidding on keywords and phrases containing the “SMUC.io” trademark, or variations or misspellings of the trademarked term on Pay per Click or Pay per Impression campaigns on the search engines (Google, Yahoo, MSN, Ask, Bing or others) without our prior approval. You are not allowed to use the SMUC.io Website(s) as display URL in PPC ads and to direct-link or redirect to the SMUC.io Website(s) without our prior approval;
- Using non-unique copyright infringing content to promote SMUC.io product;
- Using traffic generated by pay to read, pay to click, banner exchanges, click exchanges, PPV advertising, pop-up/under, or similar methods;
- Providing cash backs, rewards or any other kind of incentives to obtain the sale without our prior approval;
- Offering price savings methods, including coupon(s), voucher(s), discount codes, or added value offers without our prior approval;
- Using our advertising and promotional materials, trademark or name in a way which negatively affects our image;
- Using iframes or any other techniques or technology that places your affiliate tracking cookie by any means other than an actual click-through;

- Using link cloaking or masking techniques or technology with the goal to promote SMUC.io on websites and/or networks not explicitly listed in your affiliate profile and hiding that traffic source;
- Your website(s) must NOT contain lewd, obscene, illegal or pornographic material or any other material that is deemed to be objectionable. This includes, but is not limited to, bigotry, hatred, pornography, satanic materials, trademark and copyright materials, all content of an adult nature, etc. The designation of any materials as such is subject to our reasonable opinion;
- Your domain name(s), company name, logo, trademark, product(s), project(s), service(s) must NOT contain keywords and phrases containing the “SMUC.io” trademark or any other variations or misspellings confusingly similar to SMUC.io trademark, name, logo or domain name, without our prior approval;
- Your domain name(s), company name, logo, trademark, your product(s), project(s), service(s) must NOT contain keywords and phrases that contain or are confusingly similar to third-party trademarks, names, logos or domain names, unless you have been duly authorised by the trademark owner.

SMUC.io shall have the sole right to decide if a promotional method you use is appropriate. The use of any advertising method that we consider inappropriate may result in a warning, suspension or termination of your account and cancellation of all outstanding commission payments due.

4. AFFILIATE TRACKING COOKIES

We track affiliate sales automatically through the use of cookies. The cookies are placed in the browser of the user that clicks on the affiliate link to reach our website. Each cookie is stored for 90 days. If there is a previous affiliate cookie in the same user's browser the new cookies will overwrite it. SMUC.io is not responsible for cookies intentionally deleted by users.

5. AFFILIATE COMMISSIONS

We shall pay you a commission of 35% for any valid and active sale you refer to SMUC.io. For a valid and active sale ALL of the following are true:

- The sale was made as a result of your active referral efforts. We determine that if any of the following is true:
 - At the time of order the customer has an active cookie indicating you as the last affiliate who referred them to our website, provided that the customer has not reached our website through a search engine with a search string not containing the SMUC.io name,
 - You claim that you have referred a customer no later than 10 days from their order date, the customer does not object to that claim and we do not have information that attributes the sale to another advertising channel.
- Your account must be active at the time of the sale. No commission is due for sales that were made before you registered for our Program.
- The customer, you refer, has not used any of our services before and has not signed up for an affiliate account with us before.
- The customer completed their order processes without any assistance from you, including when you act on behalf of the customer.
- The sale is for any of our paid products (Basic, Business or Enterprise). Sales for other services or additional account features do not qualify for commissions.
- The referred customer has maintained an active account with a persistent subscription on our platform and the user has not cancelled the account subscription or churned out.
- Sales of paid SMUC.io product/persistent subscriptions accounts that are cancelled by the customer or suspended by SMUC.io for any reason do not qualify for an affiliate commission.

We reserve the right to mark any sale as invalid at our own discretion, without providing any explanation or justification.

6. COMMISSION PAYMENTS

SMUC.io shall pay all commissions based on the structure and in EUR currency unless a custom agreement exists in writing. The sale gets approved when the referred client has paid the product. When this happens, the status of your Sale commission changes from unpaid to paid on the affiliate panel. We shall pay to you your commission:

A/ If you have a Revolut Business (at least a Free plan), maximum within 10 working days after the Customer paid for the product and after you send us a request (attached the invoice as well) through Revolut Business.

B/ If you do not have Revolut Business, monthly, after every month. In this case you can cumulate the total of your monthly commissions (from the beginning (00:00) of the first day of the month until the end (23:59) of the last day of that month) and send us an invoice which should be paid within 10 days after receiving the invoice at finance@smuc.io.

Affiliates shall choose at the registration either to use PayPal or Wire transfer (in both ways using separate monthly invoices) or Revolut Business (at least Free plan) and its invoicing system and requests. The Affiliate shall send the Revolut request and all the invoices including in them all the Order IDs connected to that invoice.

We pay the recurring commission for yearly plans once the customer pays the yearly subscription fee.

We reserve the right to extend the paying period as set out in the T&C and without prior notice for as long as is reasonably necessary in order to establish the validity of a sale.

You are solely responsible for keeping all your information up to date including postal and email addresses, names, payment information and any other personal information that will impact our ability to process a commission payout.

We may suspend your commission payouts at any time and for any period, if we suspect fraudulent or other improper activity or a potential violation of this Agreement by you or any customer you refer.

We reserve the right to deduct from your current and future commissions any and all commissions paid out for sales that are fraudulent, questionable, or cancelled. Where no current and future commissions are due, we will send you a bill for the balance of such refunded purchase upon termination of the program or termination of the referred customer account.

7. INVOICING

The Affiliate Program Terms and Conditions will be considered a valid Self-billing Agreement between you and SMUC.io that shall continue until termination of your account.

8. RELATIONSHIP OF THE PARTIES

Both SMUC.io and the Affiliate agree that they enter into this Agreement as independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency franchise, sales representative, or employment relationship between them. The Affiliate has no authority to make or accept any offers or representations on behalf of SMUC.io. The Affiliate cannot make any statement, whether on the Affiliate website or otherwise, that reasonably would contradict anything in this section.

9. ACCOUNT TERMINATION

You can cancel and terminate your affiliate account at any time by contacting us through the Affiliate Profile using the "Contact SMUC admin" button. We will send you written confirmation that your account has been terminated. Otherwise you can terminate your Affiliate Account by cancelling

your SMUC.io registration which is regulated in our SMUC Terms and Conditions.

SMUC.io can terminate an affiliate account:

- With a seven-day prior notice without explanation.
- Immediately and with no prior notice, if you or your affiliate account violate the Affiliate Program Terms and Conditions.

Once an affiliate account is terminated, we will no longer track the sales associated with the affiliate and you will not qualify for future affiliate commissions. Any commissions due at the time of termination will be paid to the Affiliate as per payout criteria. No outstanding commission payments will be due if we terminate your account because of the violation of this T&C.

Upon termination of the affiliate account, this Agreement shall be automatically terminated.

10. LIMITATION OF LIABILITY

You agree that, to the maximum extent permitted by applicable law, you will not under any circumstances, including, but not limited to, negligence, hold us or our licensors, agents, employees, directors, officers and/or third party vendors liable for any indirect, incidental, special, consequential or punitive damages whatsoever including, but not limited to, damages for lost profits, cost savings, revenue, business, data or use, or any other pecuniary loss by you or any other third party. You agree that the foregoing limitations apply whether in an action in contract or tort or any other legal theory and apply even if we have been advised of the possibility of such damages. In no event will we be liable to you with respect to any and all breaches, defaults, or claims of liability under this agreement or under any other document. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. You agree that in those jurisdictions, our liability will be limited to the extent permitted by law.

11. GOVERNING LAW

Any dispute, controversy or claim arising under this Agreement Hungarian law shall prevail and disputes shall be resolved in accordance with the legislation in the jurisdiction of Hungary.

12. CHANGES TO THE AFFILIATE PROGRAM TERMS

We may alter this Agreement and any policies or provisions incorporated by reference at any time. The amendments and/or supplements of the Agreement shall be effective immediately upon posting to the website of SMUC.io. The current T&C is always available on the SMUC.io website. Only a SMUC.io officer may alter this T&C. No agent of, or person employed by or under contract with, SMUC.io has any authority to alter or vary this T&C in any way. No oral explanation or oral information given by any party shall alter the interpretation of this T&C.

These Terms are in effect from 19 September 2022 until revoked.