

Tylko Partners Programme Terms and Conditions

1. General rules

1. Tylko S.A. with its registered office in Warsaw, address: Czerska 8/10 Street, 00-732 Warsaw, entered in the Register of Entrepreneurs of the National Court Register, kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Economic Department under the KRS number 0000983931, NIP number 1132882374, VIES PL1132882374, provides the technology, support and administration services (the "Services") to run this programme (a "Programme") under these Terms and Conditions through which it can offer an adult professionals rewards ("Rewards").
2. These Terms and Conditions apply to individuals who are accessing or using a Programme as a referrer ("Partner") and the use of "you" shall be a reference to these terms as the context permits.
3. By participating in the Programme and using the Services, Partner agree to these Terms and Conditions. If you do not agree to these Terms and Conditions in their entirety, you should not participate in the Programme in any manner. Partners may not participate in the Programme if doing so would be prohibited by any applicable law or regulations. We will not charge you a fee for receiving the Services.
4. The Partner shall be a Tylko Pro member and must be over the age of 18, run a business activity and hold a valid (active) VIES number. Joining the Tylko Pro program is done by accepting these Terms and Conditions ("Agreement") and setting up an account on an online service operated by Google and provided by Tylko ("Platform").
5. The Partner signs up for the Programme via e-mail - the Partner receives a welcome email at the address provided during the application. The message contains a link to a special Google dashboard and instructions on how to use the dashboard. The Partner configures its account and payment details in the dashboard.

6. Referring customers is done through unique promo codes. Tracking of referrals and completion of purchases made by referred customers is done through the dashboard.
7. The Partner will receive 15% of the net value of each order placed by each customer to whom the Partner recommends Tylko's products;
8. Rewards will be cumulative, so if multiple qualifying referrals are made to Tylko, multiple rewards will be delivered to the Referrer.
9. Rewards - if applicable - will be paid by a bank transfer once every 30 days, based on an invoice sent by the Partner to accounting@tylko.com, and based on a total earnings report (sent by the Partner via email).
10. Rewards will be cumulative, so if multiple qualifying referrals are made to Tylko, multiple rewards will be delivered to the Referrer. Items returned by the client are not eligible for rewards - if a bonus is paid for the purchase of a piece of furniture by a customer which is subsequently returned, the accrued bonus will be deducted in the following accounting period. Alternatively, the recipient of the bonus shall be obligated to return the bonus amount to the company.

2. Tax and tax residency certificate

11. The Partner acknowledges that if the Partner is subject to a tax jurisdiction other than Poland, Tylko, as the Polish entity making the payment of the Reward to the Partner, is obligated to withholding tax on Partner's cash-out. In doing so, Tylko may apply the tax rate resulting from the relevant double tax treaty or not collect tax following such treaty only if it obtains a certificate of residency from the Partner issued by the competent tax administration authority of the country of the taxpayer's headquarters (in the case of legal entities) or domicile (in the case of individuals). Therefore, those Partners who do not provide Tylko with an original tax residency certificate along with the invoice covering the Reward, acknowledge that each time their Reward will be reduced by the withholding tax due by the payer, which is Tylko. The amount of the withholding tax depends on the currently applicable rate, depending on the

Partner country. If the provided tax residency certificate becomes invalid while the Partner remains in the program, the Partner shall be required to submit a new, valid tax residency certificate promptly.

2. Tylko's and Partner's liability

12. Tylko's role and responsibility is limited to providing technology, administration and support services in connection with the Programme.

13. By agreeing to these Terms and Conditions and participating in a Programme you confirm that:

- a) You are at least the minimum age permitted by applicable law to enter into these Terms and Conditions;
- b) All the information you have or will provide to us during your receipt of the Services is true and accurate, to the best of your knowledge; and
- c) You are responsible for configuring and maintaining your hardware, software and network connection to enable you to access any Platform (as defined below);
- d) you comply with all applicable laws and regulations during the term of this Agreement; this includes, but is not limited to, adherence to any relevant legal requirements, industry standards, and regulatory obligations.

14. You agree that you will not, whilst using the Services or accessing the Platform:

13.1. use the Services for any illegal or immoral purposes, or for any purpose other than your participation in a Programme;

13.2. use the Services in any way that interrupts, damages or impairs them, or otherwise renders the Services less efficient;

13.3. impersonate any other person (living or dead), misrepresent your connection with a person or entity, or provide false or otherwise misleading information; and

13.4. access or attempt to access the accounts of other users or to penetrate or attempt to penetrate the security measures of the Platform.

15. You understand that you are the sender of all communications under the Services, and you should comply with all applicable laws in relation to the sending of electronic communications; and You will not enter or otherwise use information of any third party or customer in order to use the Services for any bulk email distribution, distribution to strangers, or any other promotion of a personal link in a manner that would constitute or appear to constitute (at Tylko's sole discretion) unsolicited commercial email or "spam".

16. The Partner is acknowledged as an independent contractor only and shall not act as a representative or agent of Tylko. This Agreement does not create any agency, partnership, or joint venture between the parties.

17. No part of these Terms and Conditions are intended to exclude or limit in any way our liability to you where it would be unlawful to do so. This includes our liability for:

16.1. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or

16.2. fraud or fraudulent misrepresentation.

18. We will not be liable to you for any financial or economic loss or for any consequential or indirect loss such as loss of reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of or in connection with your participation in the Programme. No part of these Terms and Conditions are intended to affect your legal rights.

19. We may assign or sub-contract any of our rights or obligations under these Terms and Conditions.

20. If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and Conditions and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.

21. The Agreement between you and us under these Terms and Conditions is personal to you and may not be transferred by you to any third party.

3. Force Majeure

22. Neither party shall be held liable for any failure to perform its obligations under this Agreement if such failure is a result of events beyond its reasonable control, including but not limited to natural disasters, war, terrorism, riots, pandemic, labour disputes, government actions, or other similar events (hereinafter referred to as "Force Majeure"). In the event of a Force Majeure occurrence, the affected party shall promptly notify the other party and make reasonable efforts to resume performance as soon as possible.

4. Data Protection

23. You agree that Tylko S.A. (in its capacity as data processor) may receive and use your personal data (including, without limitation, your name, telephone number, email address and postal address, tax number) in connection with and for the purposes of administering the Programme (the "Personal Data").

24. All Personal Data held by us is dealt with strictly in accordance with our Privacy Policy, a copy of which can be viewed at https://tylko.com/privacy_policy/

25. We do not knowingly process personal data from children. If you are a child do not use or provide any information about yourself including without limitation your name, address, email address or screen name or user name you may use. If we learn that we have collected or received personal data from a child without verification of parental consent, we will delete that information. If you believe that we may have any information from or about a child, please contact us at the email address above.

5. Intellectual Property Rights

26. The Services, the Platform, and all information and materials contained on or in them, and all intellectual property rights which are expressed or embodied in any of them are the property of Tylko S.A. and nothing in these Terms and Conditions is intended to transfer any rights in any of them.
27. You agree that any comments, communications, ideas or other materials or information ("Customer Suggestions") that you may provide to us through or in relation to the Services and the website is provided on a non-confidential basis. Furthermore, you agree that any Customer Suggestions you provide will be deemed to be our property once supplied to us and you assign all and any intellectual property rights that may exist in the Customer Suggestions to us. We will be under no restriction in relation to the Customer Suggestions and may use it as we see fit.
28. Tylko allows the Partner, during the term of this Agreement, to use for the purposes of the Programme the Tylko's logo, marketing, advertising materials made available to it by Tylko ("Tylko's Materials"). Tylko's Materials may be used by the Partner in accordance with the instructions and recommendations of Tylko. Tylko does not allow the Partner to modify the Tylko's Materials in any way, to decompile them or to combine them with materials of the Partner or of third parties.

6. Term and termination

29. These terms and conditions are binding for an indefinite period of time until terminated by either Party.
30. Tylko reserves the right to change all elements of this offer at any time. The Partner will be notified of the planned changes and their effective date. If the Partner does not agree to participate in the programme under the new terms and conditions, he/she may submit a notice of termination of the Agreement to Tylko via e-mail to the address indicated under section 8 below.
31. Whilst we take reasonable steps to ensure responsible operations and compliance with applicable laws, Tylko will not be liable for the variation, suspension or cancellation of the Programme.

32. The Partner may terminate this Agreement and leave the Programme at any time, without stating a reason, by giving one month's notice by e-mail to Tylko.
33. The Partner retains the right to remuneration for referrals executed up to the date of termination.
34. If we reasonably believe that you have breached any of these Terms and Conditions, we reserve the right to immediately suspend or terminate your use of the Services, and without further liability to you, including without any liability in respect of you no longer being able to participate in or benefit from any Programme.

7. Confidentiality

35. The Partner agrees that any information, terms, and conditions contained within this Agreement shall be kept confidential and shall not be disclosed to any third parties without Tylko's prior written consent. This obligation of confidentiality shall survive the termination of this agreement.

8. Governing law and jurisdictions

36. This Agreement is governed by Polish law.
37. This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements, negotiations, and discussions, whether written or oral. No modifications or amendments to this Agreement shall be valid unless they are accepted by Tylko via e-mail and carried as an amendment to this Agreement.
38. All notices required or permitted under this Agreement shall be deemed to have been duly given and received by Tylko if sent to the following address: partners@tylko.com
39. Any potential disputes arising between the Parties under the Agreement shall in the first instance be resolved amicably.
40. The competent court for potential disputes will be the court according to the seat of Tylko.

