

PARTNER PROGRAM TERMS AND CONDITIONS

§1. DEFINITIONS

1. **Widget** - an element of the graphical interface, placed on the Provider's Website, enabling the conclusion of a Agreement of sale of a Virtual Currency (purchase or sale), to which the Provider has exclusive rights.
2. **Ari10.com/cryptowidget** - a service provided by the Service Provider, available at <https://ari10.com/cryptowidget> and enabling Administrators to join the Partner Program;
3. **Partner Program** - a Program under which the Administrator undertakes to make the Widget available to Users on the terms set out in these Terms and Conditions;
4. **User** - a natural person, aged 18 or over who carries out a Transaction using the Widget;
5. **Service Provider** - BITCAN Ltd. with registered office in Poznań, address: Swoboda 11, 60-389 Poznań, entered in the Register of Entrepreneurs kept by the Poznań – Nowe Miasto District Court in Poznań, 8th Commercial Division of the National Court Register under the following KRS [National Court Register] number: 0000808472, NIP [Polish Taxpayer ID no.]: 6292495068, REGON [Polish Business ID no.]: 384619443, share capital of PLN 10,500.00
6. **Administrator** - the Administrator of the Website who intends to publish a Widget on it as part of the Partner Program
7. **Terms and Conditions** - these Terms and Conditions
8. **Transaction** - the execution of offers leading to Virtual Currency purchase or sell on behalf of Users;
9. **Law** - Law of 1 March 2018 on anti-money laundering and counter-terrorist financing, together with amending acts;
10. **Virtual Currency** - Virtual Currency within the meaning of Article 2(2)(26) of the Act; virtual currencies available within the Widget, i.e. a digital representation of value that is not:
 - a) a legal tender issued by the National Bank of Poland, foreign central banks or other public authorities,
 - b) (2) an international unit of account established by an international organisation and accepted by individual countries belonging to or cooperating with that organisation,
 - c) an electronic money within the meaning of the Act of 19 August 2011 on payment services,
 - d) a financial instrument within the meaning of the Act on Trading in Financial Instruments of 29 July 2005,
 - e) bill of exchange or cheque11. and is exchangeable in business for legal tender and accepted as a medium of exchange, and may be electronically stored or transferred or may be the subject of electronic commerce;
12. **GDPR** - General Data Protection Regulation of 27 April 2016, Regulation(EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on

the free movement of such data, repealing Directive 95/46/EC, and all legal instruments related thereto;

13. **Account** - part of the virtual space of the ari10.com/cryptowidget system intended for the exclusive use of the Administrator, where his/her data and activities under the Partner Program are stored;
14. **KYC** - the process of data acquisition and verification of the Administrator's identity.

§2. GENERAL PROVISIONS

1. The Terms and Conditions define the rules of cooperation between the Service Provider and the Administrator, in particular the rights and obligations of the parties under the Partner Program.
2. All property, copyright or intellectual property rights, in particular the rights to the name and the domain name, used within the Partner Program belong to the Service Provider and may only be used in the manner specified in the Terms and Conditions.
3. In order to use the Partner Program, the Administrator must meet the following minimum technical requirements, such as:
 - a) a device - enabling access to the Internet, equipped with a functioning operating system, e.g. Android, IOS, Linux or Windows - with the current version of a web browser installed - providing access to Internet resources, such as: Internet Explorer, Opera, Mozilla Firefox, Safari, Google Chrome, or other compatible one, and
 - b) an active e-mail account.

§3. REGISTRATION

1. One of the prerequisites for joining the Partner Program is registration, which consists of the following:
 - a) creation of an Account,
 - b) verification of the Administrator in the KYC process
 - c) submission of a declaration stating about being familiar and accepting the provisions of these Terms and Conditions.
2. Registration is free and voluntary.
3. The Administrator is obliged to provide the following data in the registration form:
 - a) name and surname
 - b) email address
 - c) telephone number
 - d) place of residence
 - e) the address of the Website(s) on which the Administrator intends to publish the Widget.
4. The Administrator is fully responsible for the correctness and accuracy of the data referred to in the previous Paragraphs.
5. The Administrator declares that the data provided during the registration process are true and up-to-date and undertakes to update them within two calendar days should any change occurs.
6. The Administrator represents and warrants that it holds legal title to the Website on which the Widget is placed.

7. The Administrator is obliged not to disclose the access data to its Account to any third party.
8. The Administrator represents and warrants that it holds legal title to the Website on which the Widget is placed. For verification purposes, the Service Provider reserves the right to contact the Administrator by phone or via e-mail.
9. The Service Provider also verifies the Website(s) where the Widget is to be published.
10. In order to successfully verify the Website on which the User wants to publish the Widget, is to avoiding placing on the Website on which the Widget is published content that is unlawful, contrary to morality or the rules of social coexistence and content that violates the personal rights of third parties, images or content that is in any way obscene, pornographic, threatening, abusive, unlawful, hateful, harmful, harassing, racist, discriminatory or in any way violates the copyright or other intellectual property rights of third parties.
11. Upon completion of registration, the Partner shall receive a dedicated Widget and an Agreement shall be concluded between the Administrator and the Service Provider for the provision of services under the Partner Program under the terms and provisions set out in the Terms and Conditions ("Agreement").
12. The Administrator may have only one Account in the ari10.com/cryptowidget System, with the provision that he may assign more than one Website on which the Widget will be published to one Account, provided that after verification the Service Provider will agree to additional Website(s).

§4. RIGHTS AND OBLIGATIONS

1. The Administrator publishes the Widget on the Website (or Websites) indicated on the registration form, in the manner indicated in the instructions of the Service Provider.
2. Services or Widget content are subject to updates – the Service Provider can manage, modify or delete them.
3. The Service Provider conducts technical breaks, during which changes are made to the Widget or the ari10.com/cryptowidget Website. Service Provider shall not be liable for any action taken to ensure the proper functioning of the Widget due to technical failures or breakdowns. The Administrator, if possible, shall be informed by the Service Provider about planned modifications or technical interruptions by a separate message.
4. The Administrator is obliged to implement and apply the Service Provider's guidelines, communicated via e-mail or traditionally in paper form to the addresses indicated in the registration form. The guidelines referred to in the preceding sentence, particularly with regard to rights and obligations or remuneration under the Partner Program, form an integral part of the Terms and Conditions forming the content of the Agreement.
5. The Service Provider is entitled to monitor the Administrator's Website used to publish the Widget, the presentation of the Widget on the Administrator's Website, the accompanying content, as well as compliance with the Service Provider's guidelines, if any. In addition, Service Provider has the right to monitor the activities of Users who use the Widget for compliance with the User Terms and Conditions (Terms and Conditions governing the use of the Widget).

6. All activities not expressly permitted in the Rules and Terms and Conditions are prohibited, in particular:
- a) placing on the Website on which the Widget is published content that is unlawful, contrary to morality or the rules of social coexistence and content that violates the personal rights of third parties, images or content that is in any way obscene, pornographic, threatening, abusive, unlawful, hateful, harmful, harassing, racist, discriminatory or in any way violates the copyright or other intellectual property rights of third parties.
 - b) failing to comply with the provisions of the Terms and Conditions or the Service Provider's guidelines;
 - c) generating artificial traffic,
 - d) using Widget as a means of payment for illegal goods, content or services;
 - e) sending unsolicited commercial information to Users,
 - f) taking any action that may directly or indirectly contribute to an unlawful or unfair increase in the Administrator's remuneration,
 - g) conducting an aggressive advertising campaign, i.e., inter alia, misleading advertising, which may constitute an act of unfair competition;
 - h) modifying the Widget;
 - i) spreading unfavourable or damaging information about the Service Provider or information that the Administrator cooperates with the Service Provider. The Administrator is not entitled to make declarations of will or knowledge on behalf of the Service Provider.
 - j) placing the Widget on a Website other than the one specified by the Administrator in the registration form;
 - k) adding or modifying content on the Website submitted in the registration form without the written consent of the Service Provider;
 - l) selling the Account or making it available in any other form; rights and obligations under the Agreement concluded on the basis of the Terms and Conditions may not be transferred without the Service Provider's consent.
7. In the event of violating the provisions of the Terms and Conditions as defined in §4.6, the Service shall be entitled to suspend the Administrator's participation in the Partner Program for a definite or indefinite period of time.
8. With regard to the Administrator who is not a consumer, in case of infringement of the provisions of the Terms and Conditions specified in §4(6), the Service Provider shall additionally be entitled to impose a Contractual penalty equal to five times the average value of the Administrator's remuneration for the 3 months immediately preceding the date of the penalty imposition. The reserved Contractual penalty referred to in the previous sentence shall not exclude the possibility to claim, on general terms, compensation exceeding the Contractual penalty.

§5. REMUNERATION

1. The Administrator will be remunerated for the correct performance of its obligations under the Partner Program. Billing rules are agreed individually with the Administrator via e-mail

2. The remuneration is due to the Administrator when the Administrator publishes the Widget on the Website indicated in the registration form in a manner compliant with the Terms and Conditions and the guidelines provided by the Service Provider.

§6. TERMINATION OF THE AGREEMENT

1. The provision of services under the Partner Program is for an unlimited period of time.
2. In order to close the Account on ari10.com/cryptowidget - Administrator sends a notice of cancellation of the Partner Program by e-mail to: cryptowidget@ari10.com. Termination of the Agreement with the Administrator takes effect 3 months after the Service Provider has been served with a notice of termination.
3. Upon termination of the Partner Program and cancellation of the Account at ari10.com/cryptowidget:
 - a) The Agreement concluded between the Administrator and the Service Provider is terminated immediately;
 - b) The Administrator shall lose the right to remuneration for services rendered within the framework of the Partner Program which occur after the date of Account termination;
 - c) The Administrator loses the right to continue to provide services under the Partner Program; Violation of the obligation referred to in this §6(2.3) constitutes a breach of the Terms and Conditions and shall result in the Administrator being held accountable.
4. The Service Provider shall be entitled to terminate the Agreement and delete the Administrator's Account immediately without notice in the following event occur:
 - a) The Administrator violates the provisions of the Terms and Conditions, in particular those specified in Section 4(6) of the Terms and Conditions
 - b) The Administrator's action is inconsistent with the Service Provider's guidelines, the law, good manners or the rules of social coexistence;
 - c) has reasonable doubt as to the accuracy or timeliness of the data provided by the Administrator at the time of registration;
 - d) the Administrator's Website or its marketing communications, in particular social media, are used to distribute content that is prohibited by law, or illegal content including viruses.
 - e) The Administrator has no legal title, or has lost its legal title, to the Website on which it has placed the Widget, or has installed the Widget on a Website other than the one specified on the registration form, without first informing the Service Provider of this fact in writing, and obtaining its written consent in writing;
 - f) The Administrator publishes the Widget in a manner that is contrary to the guidelines of the Service Provider;
 - g) An administrator shall create more than one Account on the ari10.com/cryptowidget Website;
 - h) The Administrator makes the Widget available to another third party in breach of the Terms and Conditions

- i) Administrator uses Widget as a means of payment for illegal goods, content or services;
- j) Administrator uses Widget as a means of payment for illegal goods, content or services;

§7. LIABILITY

1. The Administrator shall be fully responsible for his/her acts and omissions in connection with the use of the Partner Program, in particular, may be liable for damages to the Service Provider or Users, including for the publication of the Widget - to the extent to which it is inconsistent with the Terms and Conditions or guidelines of the Service Provider.
2. The Provider shall not be held liable for the use of the Widget in a manner inconsistent with its intended purpose or contrary to applicable law.
3. The Service Provider is not liable for actions or omissions of the Administrator or a third party that result in the failure of the Transaction, in particular due to technical problems or faults of the Administrator's Website on which the Widget has been placed, or for modifications or suspension of the publication of the Widget.
4. The Service Provider shall not be liable for any consequences of actions resulting from the application of financial security measures or other actions taken under the Act.

§8. COPYRIGHTS

1. The Service Provider owns the rights to the Widget service and all content posted on the ari10.com/cryptowidget Website, in particular photographs, descriptions, signs and graphic elements, software, graphics, code, user interface, text, layout and other works found on the ari10.com/cryptowidget Website System. or receives licenses for them from third parties. The Administrator may not use the Widget and the content referred to in this § in any manner other than that set out in the Terms of Service and the Service Provider's instructions on how to publish the Widget, unless the Service Provider has given the Administrator express and prior written consent.
2. As part of the Partner Program, the Service Provider grants the Administrator, for the duration of the Agreement, a personal right – a “licence” – to use the services and content of the Widget made available to the Administrator individually – under the terms set out in the Terms and Conditions as well as guidelines. The licence is non-exclusive, limited to the Administrator's personal use, non-transferable and without the right to sub-license. The grant of a license does not confer any interest, right or other title in or to the Widget, the Widget services or the content of the ari10.com/cryptowidget Website, which shall remain the property of the Service Provider. The licence may be suspended or cancelled in the situation specified in 4(6) and 6 of the Terms and Conditions.
3. Upon termination of the Agreement, the Administrator shall remove the Widget and any content made available by the Service Provider from the Website where the Widget is published.

§9. COMPLAINTS

1. The Administrator may lodge complaints regarding the services described in the Terms and Conditions or regarding the functioning of the ari10.com/cryptowidget service.
2. Claims can be submitted electronically to the e-mail address cryptowidget@ari10.com.
3. The claim should include at least:
 - a) name and e-mail address under which the Administrator appears on the Partner Program
 - b) description of the functionality concerned or other circumstances justifying the complaint,
 - c) as well as the Administrator's specific request related to the complaint.
4. In the Case of the Administrator being consumers, claims are dealt with within 30 days of receipt of a complete and correctly submitted claim with a detailed description. If the complaint does not contain the information necessary for its consideration, the Service Provider shall request its supplementation in the necessary scope, and the 30-day period shall then run from the date of delivery of the supplemented complaint. In other cases, the complaint processing time may be extended.
5. The Administrator will be informed of the way in which the claim has been handled by e-mail to the address indicated in the claim.

§ 10. PRINCIPLES FOR PERSONAL DATA PROCESSING

1. The Administrator's personal data is processed in accordance with the provisions of generally applicable law, including in particular the GDPR and the Act of 10 May 2018 on the protection of personal data.
2. Detailed information on data processing is provided in **Annex 1**.

§11. FINAL PROVISIONS

1. Terms and Conditions constitute an integral part of the Agreement concluded by the Administrator and the Service Provider.
2. If the User has any questions about the operation of ari10.com/cryptowidget/en and the Widget, please send them to: cryptowidget@ari10.com
3. The original language of the Rules, the Website and all communication with the Administrator is Polish. The Terms and Conditions, Website and services are also available in other languages. In the event of any doubt arising in relation to the translated content referred to in the preceding sentence, it shall be resolved by reference to the original language version, except where mandatory provisions of law require it to be resolved on the basis of another language version.
4. All matters arising from these Terms and Conditions shall be governed by Polish law. This choice of law shall not exclude the protection afforded to administrators who are consumers under the mandatory provisions of the law of the country in which they reside.

5. Potential disputes arising between the Administrator, who is not a consumer, and the Service Provider shall be settled by the competent court in Poznań.
6. The Administrator, who is a consumer within the meaning of Article 221 of the Civil Code, in the case of a potential dispute with the Service Provider has the possibility of using out-of-court ways of pursuing claims, i.e., for example: the help of municipal or district consumer ombudsman, help of consumer organisations, amicable consumer courts or mediation. More information about out-of-court ways of pursuing claims can be found on the Website of the Office of Competition and Consumer Protection, at: https://uokik.gov.pl/sprawy_indywidualne.php, a list of institutions providing consumer assistance appropriate to the Administrator's location can be found at:

<https://uokik.gov.pl/kontakt.php> .

7. If any provision of these Terms and Conditions is held invalid by a final court decision, the remaining provisions shall remain in force, unless applicable law provides for a different result.
8. The Service Provider reserves the right to amend the Terms and Conditions for important technical, legal or organisational reasons. The change of the Terms and Conditions becomes effective on the date indicated by the Service Provider, not less than 7 days from the moment the amended Terms and Conditions are available on the Website of the ari10.com/cryptowidge Website. Previous provisions of the Terms and Conditions shall apply to actions undertaken by the Administrator before the Terms and Conditions amendments came into force.
9. The Service Provider may amend the Terms and Conditions without observing the aforementioned deadline if this is necessary to prevent money laundering and terrorist financing, as well as threats related to fraud, malware, data breaches or other hazards.
10. The Annexes constitute an integral part of the Rules of Procedure.
11. The Terms and Conditions shall enter into force on: November 1st , 2022

Appendix No. 1

PRIVACY POLICY

§1. BASIC INFORMATION:

3. The Data Controller is BITCAN Ltd. with registered office in Poznań, address: Swoboda 11, 60-389 Poznań, entered in the Register of Entrepreneurs kept by the Poznań – Nowe Miasto District Court in Poznań, 8th Commercial Division of the National Court Register under the following KRS [National Court Register] number: 0000808472, NIP [Polish Taxpayer ID no.]: 6292495068, REGON [Polish Business ID no.]: 384619443 („Service Provider”).
4. The Administrator may contact the Service Provider for information at: cryptowidget@ari10.com.
5. The ari10.com/cryptowidget Website performs the functions of obtaining information about the Administrator and his/her behaviour by entering data in forms
 - a) KYC process
 - b) storing cookie files in users' devices
 - c) collecting web server logs and other information arising in connection with or as a result of the operation and use of the ari10.com/cryptowidget Website.
6. The Service Provider processes the Administrator's personal data on the basis of Article 6(1)(b) of the GDPR in order to execute the rights and obligations resulting from the agreement, as well as on the basis of Article 6(1)(c) of the GDPR, when the processing is necessary for the fulfilment of legal obligation that is incumbent on the controller of personal data, and also on the basis of Article 6(1)(f) of the GDPR, i.e. the Service Provider's legitimate interest.
7. The data is processed for the purpose of performing the Agreement - to the extent and for the purpose set out in the Terms and Conditions, in compliance with the data security requirements set out in the GDPR, as well as for the purpose of contacting the Administrator, settling the Agreement, performing the obligations arising from the law, among others in the KYC process under the Act.
8. In connection with the processing of data, the Service Provider shall transfer personal data only to entities whose services it uses, which provide sufficient guarantees for the implementation of appropriate technical and organisational measures compliant with the principles of personal data processing under the GDPR. In order to properly execute the Agreement, the Administrator's personal data may be transferred to other entities connected by capital or by person to the Service Provider.
9. The Administrator's personal data may be made available to entities entitled to receive them under applicable laws, including competent judicial authorities. In particular within the scope of IT services connected with functioning of the ari10.com/cryptowidget Website, concerning analyses and statistics of this Website, audits or payments, within the scope of marketing, development or introduction of

improvements to the Website. In addition, the Service Provider also uses the services of legal, debt collection or accounting firms. The Administrator's personal data may also be entrusted to other entities cooperating with the Administrator. The transfer of data takes place only to the necessary extent. At the written request of the Administrator, the Service Provider shall make available a list of the entities to which it entrusts or shares its personal data.

10. The Administrator's personal data will not be transferred to a third country.
11. In the cases and under the conditions specified in the GDPR, the Administrator has the right to access the content of his/her data and the right to rectification, deletion (subjected to the relevant Paragraph), restriction of processing, the right to data portability, the right to object, the right to withdraw consent at any time without affecting the legality of the processing carried out on the basis of consent before its withdrawal.
12. Properly secured copies of documents and information obtained through the KYC process will be retained until the expiry of the statutory obligation, i.e. for a period of five years after the last application of a financial security measure indicated in the Act, unless the authorised authority requests an extension of the aforementioned period.
13. The Administrator shall have the right to file a complaint with the supervisory authority when it decides that the processing of its personal data breaches the law provisions, including of the GDPR.
14. The Administrator and any other person shall have the right to monitor the processing of data relating to them. At the request of the data subject, the Service Provider shall inform him/her in writing of his/her rights and provide information regarding his/her personal data. This right shall be granted to the person concerned not more often than once every 6 months.
15. The personal data disclosed by the Administratora will not be processed automatically, including any profiling.
16. The provision of data is voluntary, yet necessary for the conclusion of the Agreement. Refusal to provide data will mean that the Partner Program cannot be implemented.

§2. PURPOSE AND LEGAL BASIS OF PERSONAL DATA PROCESSING

The Administrator's data is processed for:

1. Agreement performance purposes,
2. complying with the Service Provider's legal obligations to fulfil its obligations under the Act, including to the competent authorities, for tax and accounting purposes, as well as to handle complaints
3. pursuing legitimate interests, including marketing
4. asserting, preserving or defending against claims
5. on the basis of the consent granted - in the field of marketing of products or services of the Service Provider or entities with which the Service Provider cooperates. The list of such entities shall be made available by the Administrator upon individual written request
6. accountability, i.e. proving compliance with the provisions on the processing of personal data, data shall be stored for the period during which the Service Provider is obliged to retain data, copies of documents, results of analyses carried out following

the application of financial security measures - to document compliance with legal requirements and to enable the control of their fulfilment by public authorities.

§3. PRINCIPLES FOR PERSONAL DATA PROCESSING

1. The Administrator's personal data is processed in accordance with the provisions of generally applicable law, including in particular the GDPR and the Act of 10 May 2018 on the protection of personal data.
2. The Service Provider shall exercise due care in selecting and applying appropriate technical and organisational measures to ensure the protection of the personal data processed. Only persons duly authorised by the Service Provider have full access to the databases
3. Personal data are protected by the Service Provider against their disclosure to unauthorised persons, as well as other cases of their disclosure or loss and against destruction or unauthorised modification of the indicated data and information, by means of appropriate organisational, technical and software safeguards.
4. Upon discovery of a personal data breach, the Service Provider shall, without undue delay, report the fact to the Administrator, unless this is not justified by the extent of the breach.
5. If a breach is found, the Service Provider is obliged to take all possible measures to prevent or minimise the effects of the breach.
6. The Service Provider may entrust the Partner's personal data for further processing to another entity (hereinafter "Sub-processor"). The Sub-processor responsible for processing personal data on behalf of the Service Provider shall comply with the same data protection guarantees and obligations imposed on the Service Provider. Processors may be, in particular, providers of payment services or technical services relating to the development and maintenance of IT systems and Websites. Detailed information on Sub-processors may be made available to the Administrator upon request. The Administrator and has the right to object to the catalogue of Sub-processors, however, raising an objection or not accepting them may result in the necessity to terminate the Agreement and thus abandon the implementation of the Partner Program if a given Sub-processor is a key entity for its implementation.
7. The Service Provider shall not be liable for data protection violations resulting directly from the Administrator's acts or omissions.

§4. CONTROLLER'S RIGHTS IN RELATION TO THE PROCESSING OF DATA

1. Data access and the right to rectify the data,
2. Deletion of data - subject to the provisions of this Policy,
3. Limitation of processing,
4. Data transferring,
5. Object to processing based on the legitimate interest of the Service Provider or to processing for direct marketing purposes,
6. The right to withdraw granted consent at any time without affecting the lawfulness of previous processing (if processing is based on consent),
7. File a complaint with the supervisory authority when the Administrator decides that the processing of his/her Personal Data breaches the provisions of the GDPR.

§5. SCOPE OF PERSONAL DATA PROCIESSING

1. Personal data processed for the performance of the Agreement and for the fulfilment of a legal obligation will be stored for the duration of the Agreement and thereafter for the period resulting from the Act.
2. Personal data is furthermore kept for the time necessary for:
 - a) Administrator support (e.g. complaints handling);
 - b) security or redress;
 - c) to comply with a legal obligation (e.g. under tax or accounting legislation).
3. Personal data that are processed for the purpose of marketing products or services, based on a legitimate legal interest, are processed until the Administrator objects.
4. Data processed on the basis of the consent given is processed until the consent is withdrawn.
5. After the end of the processing period, the data shall be irreversibly deleted or anonymised.
6. Data is also processed in connection with making security copies, testing changes to IT systems, detecting irregularities or protecting against fraud and attacks.
7. Data is not transferred to countries outside the European Economic Area (EEA)