

TERMS AND CONDITIONS OF THE AFFILIATE PROGRAM

§1 Definitions

1. **Organizer** - the owner of the www.bitcan.pl website - BITCAN Sp. z o. o. with its registered office in Poznań, ul. Swoboda 11, 60 - 389 Poznań, NIP: 6292495068, REGON: 384619443, entered in the Register of Entrepreneurs kept by the District Court Poznań - Nowe Miasto in Poznań, VIII Economic Department of the National Court Register under KR S 0000808472;
2. **Partner** - an individual, legal entity or other organizational unit without legal personality, to which the law grants legal capacity, having full legal capacity, which meets the conditions of these Regulations and intends to publish on its website a reference link received from the Organizer within the framework of the Affiliate Program;
3. **User** - any person using the Internet who registers on the www.bitcan.pl website after being redirected from the reference link provided by the Partner (i.e., which he or she clicks on) and completes a valid transaction in accordance with the provisions of these Regulations;
4. **Secondary User** - any person using the Internet who registers on the www.bitcan.pl website after being redirected from the Reference Link provided by the User (i.e., clicked on), makes a correct transaction in accordance with the provisions of these Regulations and joins the Affiliate Program;
5. **Third Degree User** - any person using the Internet who registers on the www.bitcan.pl website after being redirected from the Reference Link provided by the Second Degree User (i.e. which they clicked on), makes a correct transaction in accordance with the provisions of these Regulations and joins the Affiliate Program;
6. **Bitcan.pl system** - a service available at www.bitcan.pl allowing Users and second and third level Users to join the Affiliate Program and receive access to the Organizer's Reference Link;

7. **Affiliate Program** - a program under which the Affiliate agrees to make available on its websites the Referral Link received from the Organizer under the terms of these Regulations;
8. **Account** - part of the virtual space of the Bitcan.pl System intended for the exclusive use of the Partner;
9. **Referral link** - any type of program or tool made available to the Affiliate by the Organizer to enable the Affiliate to fulfill the rights and obligations under the Affiliate Program;
10. **Regulations** - these Regulations;

§ 2 General provisions

1. The Regulations specify the principles of cooperation between the Organizer and the Partner, in particular the principles of using the Bitcan.pl system, rights and obligations of the parties or the principles of remuneration under the Partner's accession to the Affiliate Program.
2. In the case of a Partner who is a natural person not running a business, the Affiliate Program may be used only and only by a Partner who is at least 18 years old.
3. An absolute condition for joining the Affiliate Program is the creation of an Account and the Affiliate's consent to the provisions of these Regulations by accepting them.
4. All property rights, copyrights or intellectual property rights, in particular, the rights to the name, Internet domain used within the Affiliate Program belong to the Organizer, and the use of them may occur only in the manner specified and worthy of the Terms and Conditions;
5. Partner in order to use the Bitcan.pl System must meet the following minimum technical requirements such as:
 - having a device that allows access to the Internet, equipped with a working operating system such as Android, IOS, Linux or Windows with an up-to-date version of a web browser installed that provides access to Internet resources such as Internet Explorer, Opera, Mozilla Firefox, Safari, Google Chrome or other compatible and
 - have an active e-mail account

§3 Account creation, Partner verification

1. Joining the Affiliate Program requires the creation of an Account.
2. Registration in the Bitcan.pl System is free of charge and voluntary.
3. The conclusion of the agreement between the Organizer and the Partner takes place at the moment of registration of the Account, after prior verification of the Publisher by the Organizer, and acceptance by the Partner of the provisions of these Regulations.
4. The contract between the parties is concluded for an indefinite period.
5. Only a person who has an Account on www.bitcan.pl can be a Partner. The process of user registration is described in detail in the terms and conditions of www.bitcan.pl, which is available here.
6. Partner who is an entrepreneur in order to register and create an Account is obliged to provide the following data in the registration for ulster:
 - name
 - email address
 - phone number
 - company name
 - company headquarters
 - NIP
 - REGON
 - actual beneficiaries
 - KRS (in the case of commercial companies)
7. In the case of registration by a Partner who is an entrepreneur, the Organizer will verify the data provided by the Partner in accordance with paragraph 11 of this section.
8. The Partner shall bear full responsibility for the correct and factually correct completion of the data referred to in paragraph 5 or paragraph 6. At the same time, the Partner declares that the data provided by him during the registration process are true and up-to-date.
9. In case of change of data referred to in paragraph 5 or paragraph 6, Partner is obliged to immediately update data in Bitcan.pl System
10. When registering an Account, the Partner creates an access password. The Partner is obliged not to disclose the access data to his Account to any third party.
11. Receiving the status of Partner, despite the fulfillment of the obligations referred to above, takes place only after verification of the Partner by the Organizer, i.e. no later than

than within 3 working days after the Partner has completed and sent the registration form. For verification purposes, the Organizer reserves the right to contact the Partner by phone or email.

12. After verification of the Partner by the Organizer, an activation link to the Account will appear in the Bitcan.pl System. Activation of the above mentioned link completes the registration process in Bitcan.pl System. Failure to receive in Bitcan.pl System an activation link within the period referred to in sec. 11 is equivalent to refusal to grant the site Partner status.

13. Partner can have only one Account in Bitcan.co.uk System.

§ 4 Termination of contract

1. The Affiliate is entitled to delete the Account in the Bitcan.pl System at any time. Upon deletion of the Account, the Affiliate loses the right to remuneration for Services provided under the Affiliate Program, which will occur after the date of deletion of the Account.
2. Upon deletion of the Account in the Bitcan.pl System, the Agreement concluded between the Parties is immediately terminated. At the same time, the Partner loses the right to continue providing Services under the Affiliate Program. Violation of the above obligation will result in Partner's liability.
3. The Organizer shall be entitled to delete the Partner's Account in the event that:
 - The publisher will violate the provisions of these Regulations
 - Partner's action is illegal
 - will acquire reasonable doubts about the veracity of the data provided by the Partner at the time of registration
 - Partner's website and all of its marketing communications, especially social media, are used to spread harmful web elements, especially viruses, or other unlawful content.

§5 Subject matter of the agreement

1. After registering in the Bitcan.pl System, the Partner will receive a special Reference Link for advertising the website and the Organizer's services, which the Partner will be able to post on his/her website.

2. Before the first use of the link, the Partner is obliged to obtain recommendations from the Organizer on how to publish the reference link on the Partner's websites.
3. The rules of using the Referral Link may be changed or even suspended by the Organizer at any time, which the Partner hereby accepts and declares that he will not claim any compensation from the Organizer for this. The Partner will be informed by the Organizer about the planned modifications or suspension of publication by a separate message.

§6 Partner's remuneration

1. The partner will receive remuneration for publishing the Reference Link on its website.
2. The Partner's remuneration will be paid to the Partner when two conditions are met together, i.e.:
 - The user registers on the Organizer's website, i.e. www.bitcan.pl, as a result of redirection from the reference link provided by the Partner on its website as part of the Affiliate Program, and
 - The user will make a transaction on the Organizer's website, i.e. www.bitcan.pl
3. The Transaction referred to in paragraph 2 must be properly paid by the User, and the funds paid by the User under a particular Transaction may not be blocked, seized or secured by the judicial authorities, in particular under the provisions of the Law on Anti-Money Laundering and Terrorist Financing of March 1, 2018.
4. Failure to meet the conditions specified in paragraph 2 and paragraph 3 prevents the Organizer from paying the remuneration due to the Partner, which the Partner hereby accepts.
5. If the conditions referred to in paragraph 2 are met, i.e. the User registers and performs a successful transaction in accordance with the conditions specified in paragraph 3, the Affiliate is entitled to receive remuneration for the concluded agreement under the Affiliate Program.
6. Remuneration under the Partner Program is as follows:
 - A. Level I - if the User registers at www.bitcan.pl and makes a correct transaction, the Partner will receive 10% of the commission that the Organizer charges each time a transaction is made for services provided at

service www.bitcan.pl; the remuneration in question includes a commission less the costs of the payment intermediary,

B. Level II - in the case when a User who has registered in the www.bitcan.pl service, made a correct transaction and finally joined this Affiliate Program as well, and concluded an agreement with the Organizer in accordance with the provisions of these Regulations, the Partner will receive 3% of the commission that the Organizer collects each time from the conducted transaction on the services provided in the www.bitcan.pl service; the remuneration in question includes the commission minus the costs of the payment intermediary; the Partner is entitled to remuneration under Level II for transactions made by second level Users

C. Level III - in the event that a second-level User who registered at www.bitcan.pl, made a correct transaction and finally also joined this Affiliate Program and concluded an agreement with the Organizer in accordance with the provisions of these Regulations, the Affiliate will receive 1% of the commission that the Organizer charges each time a transaction is made for the services provided at www.bitcan.pl; the remuneration in question includes the commission less the costs of the payment intermediary; the remuneration under Level III is due to the Affiliate for transactions made by third-level Users.

7. The parties agree that the remuneration will be paid to the Partner in virtual currency, i.e. ARI10 token units for the Partner's wallet maintained within the www.bitcan.pl website.
8. The remuneration (commission) due to the Partner will be calculated in fiat currency PLN and converted in real time into virtual currency (token) ARI10. The amount of remuneration expressed in ARI10 token units will be converted at the ARI10 token exchange rate at the time of payment of the Partner's remuneration (commission).
9. ARI10 tokens used for payment of Partner's remuneration (commissions) will come from the market, the Organizer will obtain tokens by purchasing them from the pool of existing ARI10 tokens available on the market.
10. The remuneration of the agreement concluded between the parties within the framework of the Affiliate Program after the necessary conditions are met by the User and the second and third level Users will be billed at least once a day.

11. The minimum amount of remuneration accumulated by the Partner entitling the Partner to the payment of remuneration is the equivalent of the amount of PLN 50 expressed in ARI10 tokens granted to the Partner for commissions.
12. The affiliate himself decides when to withdraw funds from the program. The condition for making a withdrawal is to accumulate within the affiliate program the amount specified in paragraph 11 above as the minimum withdrawal amount.
13. Remuneration will not be paid to the Affiliate in case the registration and transaction on www.bitcan.pl was not made after redirection from the Referral Link provided by the Affiliate on its website.
14. The partner declares that he is aware of the legal provisions regarding the taxation of the remuneration received under the agreement concluded between the parties.

§7 Rights and obligations of the Parties

1. The Organizer shall be entitled to continuously monitor the Partner's website used to publish the Reference Link, as well as to control the activities of Users and second and third level Users generated through the Reference Link, especially in terms of compliance with the Terms of Service or the way the Reference Link is presented.
2. The analysis of the activities referred to in paragraph 1 will also form the basis for payment of the Partner's remuneration in accordance with the provisions of §6 of these Regulations.
3. Within the framework of the agreement concluded between the parties, the Affiliate undertakes that its website, on which the Reference Link will be published, will not contain, in particular, content that is unlawful, contrary to good morals or the rules of social coexistence, and content that violates the personal rights of third parties. The Affiliate undertakes that its website, on which the Reference Link will be published, will not contain images or content that is in any way obscene, pornographic, threatening, abusive, illegal, hateful, harmful, harassing, racist, discriminatory, or in any way infringes copyright or other intellectual property rights of third parties,

4. The Partner agrees not to generate artificial traffic to the Partner's website as well as to refrain from sending unsolicited commercial information.
5. The Partner is obliged to refrain from taking any action that is directly intended to unfairly increase the Partner's remuneration.
6. The partner agrees not to conduct aggressive advertising campaigns.
7. The Affiliate agrees not to modify the Referral Link obtained from the Organizer under the agreement concluded within the framework of the Affiliate Program.
8. The Affiliate's joining the Affiliate Program does not entitle the Affiliate to claim to cooperate with the Organizer. The Partner is thus not authorized to make statements of will or knowledge on behalf of the Organizer.
9. The Affiliate declares that it has knowledge that the Organizer does not provide investment advice.
10. The Affiliate declares that it is authorized to manage the website on which the Organizer's Reference Link will be posted. In addition, the Partner declares that the website on which the Reference Link will be published does not infringe any third party rights, especially intellectual property rights.
11. The Organizer shall make available to the Affiliate, each time, statistics concerning successful transactions of Users and second and third level Users which are the basis for payment of remuneration. The Affiliate will receive from the Organizer a list of persons who have fulfilled the terms and conditions of these Regulations by using and redirecting from the Reference Link posted by the Affiliate on its website. The above list will include anonymized email addresses of the above-mentioned persons. In addition, the Affiliate will receive information about the amount of commission resulting from the transaction of a given User or second and third level Users.
12. The Organizer is entitled to claim compensation from the Partner in case of violation of the Organizer's personal rights, or if the Organizer suffers any damage as a result of the Partner's actions.
13. The Affiliate is obliged to indemnify the Organizer from any liability to any third parties, as well as to repair any damages that the Organizer will incur in the event of any claims by third parties due to the Affiliate's actions inconsistent with the provisions of these Terms and Conditions, morality, or legal regulations.

§ 8 Liability

1. It is the responsibility of the Partner to publish the Reference Link on the website.
2. The Organizer does not guarantee that the Affiliate will receive remuneration in a specific amount under the Affiliate Program. The Organizer makes no assurances as to the effect of the publication of the Referral Link and the expected results.
3. The Organizer is not responsible for the Partner's use of the Bitcan.pl System in a manner inconsistent with its purpose or in violation of applicable laws.
4. The Organizer is not responsible for the actions of the Partner or a third party that do not lead to a successful redirection to the Organizer's website, in particular due to technical problems or defects of the Partner's website or from a modification, change or suspension of the publication of the reference link.

§ 9 Copyright

1. The Organizer or entities with whom the Organizer has entered into appropriate agreements have exclusive rights to all content posted on the Bitcan.pl System, in particular to photos, descriptions, signs and graphic elements, software and other works found on the Bitcan.pl System website. The use of the content referred to in this paragraph requires the express and prior consent granted only in writing by an authorized entity.
2. Within the framework of the Affiliate Program, the Affiliate is entitled only to use the Referral Link provided to the Affiliate individually, in particular to a special link.

§ 10 Complaints

1. Partner may file complaints regarding the functioning of the Bitcan.co.uk System as described in the Terms and Conditions.
2. A claim can be submitted by e-mail to: reklamacje@bitcan.pl or by sending in the form of a registered letter to: BITCAN Sp. z o.o. 11 Swoboda Street, 60- 389 Poznań.

3. The claim should include at least:
 - Name and e-mail address under which the Partner appears in the Bitcan.pl System
 - describing the functionality to which the complaint relates or other circumstances justifying the complaint,
 - As well as the Partner's specific request related to the submitted complaint.
4. Claims are processed within 14 days from the date of receipt of the application with a detailed description of the claim. The Partner will receive information about the processing of the claim by e-mail to the address indicated in the claim or to the mailing address indicated in the claim submitted by registered mail.

§ 11 Personal data protection

1. The administrator of the data is BITCAN Sp. z o.o with its registered office in Poznań at Swoboda 11, 60- 389 Poznań, NIP: 6292495068 , REGON: 384619443, registered to the Register of Entrepreneurs kept by the District Court Poznań - Nowe Miasto in Poznań, VIII Economic Division of the National Court Register under the KRS number 0000808472 .
2. Partner may contact the Organizer for information at: kontakt@bitcan.pl.
3. The Organizer ensures the Partner's right to privacy protection. The Partner's personal data shall be processed in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (EU OJ 2016 item L119) and the Act of May 10, 2018 on the protection of personal data.
4. The Bitcan.co.uk system performs functions of acquiring information about Partners and their behavior through:
 - entering data in forms
 - identification and verification of the Partner's identity under the terms of the Regulations
 - storing cookies (so-called "cookies") on end devices

- collecting web server logs and other information arising in connection with or as a result of the operation and use of the Service.
5. Detailed information about cookies and server logs can be found in a separate document.
 6. The Organizer processes the Partner's personal data on the basis of Article 6(1) l it. b RODO for the purposes related to the realization and exercise of rights and obligations under the agreement, as well as on the basis of Article 6(1) c RODO, when the processing is necessary for the fulfillment of a legal obligation incumbent on the personal data controller, and also on the basis of Article 6(1) f RODO t i.e. the Organizer's legitimate interest.
 7. In connection with data processing, the Organizer shall transfer personal data only to entities whose services it uses and which provide sufficient guarantees to implement appropriate technical and organizational measures that comply with the principles of personal data processing under the RODO.
 8. Within the scope of provided Services, Organizer uses services of third parties. In particular, within the scope of IT services connected with functioning of the Bitcan.pl System, concerning analysis and statistics of the Bitcan.pl System, audits or payments, within the scope of marketing, development or conducting improvements of the Bitcan.pl System. In addition, the Organizer also uses the services of legal, debt collection or accounting companies.
 9. The Partner's personal data will not be transferred to a third country, except at the request of entities entitled to receive them under applicable law, including competent judicial authorities within the limits of applicable law.
 10. The Partner voluntarily consents to the processing of his personal data for the purpose of receiving commercial information electronically in accordance with the General Regulation of April 27, 2016 on the protection of personal data and the Act of 18.07.2002 (Journal of Laws No. 144, item 1204, as amended) on the provision of services electronically through a statement on the Bitcan.pl System website.
 11. This consent may be revoked in the cases and under the terms of the General Data Protection Regulation of April 27, 2016 and the Act of July 18, 2002 on the provision of electronic services (Journal of Laws . of 2002, No. 144, item 1204 as amended), the Partner has the right to

access to the content of your data and the right to rectification, erasure, restriction of processing, the right to data portability, the right to object, the right to withdraw consent at any time without affecting the lawfulness of the processing performed on the basis of the consent before its withdrawal.

12. A partner has the right to lodge a complaint with a supervisory authority if he considers that the processing of personal data concerning him violates the provisions of the General Data Protection Regulation of April 27, 2016.
13. In accordance with the General Data Protection Regulation of April 27, 2016, every person has the right to control the processing of data concerning him/her. At the request of the data subject, the Organizer shall, within 30 days, inform in writing about his/her rights and provide information regarding his/her personal data. The above right shall be granted to the person concerned not more often than once every 6 months.
14. The Partner's personal data will not be processed by automated means, including profiling.

§ 12 Final provisions

1. The Regulations are an integral part of the agreement concluded by the Organizer and the Partner.
2. Please send any questions about the activities of the Bitcan.pl System to kontakt@bitcan.pl.
3. In matters not regulated in the Regulations, the relevant provisions of Polish law shall apply, in particular the relevant provisions of the Civil Code and the provisions of the Consumer Rights Act of May 30, 2014 (Journal of Laws . 2014, item 827).
4. The Partner, who is a consumer within the meaning of Article 22¹ of the Civil Code, in case of a potential dispute with the Organizer, has the possibility to use out-of-court means of claim investigation, i.e., for example: assistance of a municipal or district consumer ombudsman, assistance of consumer organizations, amicable consumer courts or mediation. For more information on out-of-court methods of pursuing claims, the Partner may visit the website of the Office of Competition and Consumer Protection, at the following address:

https://uokik.gov.pl/sprawy_individual.php,

A search engine for the Partner's locally relevant consumer assistance institutions can be found at: <https://uokik.gov.pl/kontakt.php>.

5. Potential disputes arising between the Partner who is not a consumer in the meaning of Article 22¹ of the Civil Code and the Organizer shall be settled by the court having jurisdiction over the city of Poznań.
6. In order to close the Account, the Partner sends a statement of resignation from the Bitcan.pl System services via e-mail to: kontakt@bitcan.pl.
7. The Organizer reserves the right to change the Terms and Conditions for important technical, legal and/or organizational reasons. The change of Terms and Conditions becomes effective on the date indicated by the Organizer, not less than 21 days from the moment the changed Terms and Conditions are made available on the Bitcan.pl System website. The previous provisions of the Terms and Conditions shall apply to the activities undertaken by the Partner before the changes to the Terms and Conditions became effective.
8. In case of changes to the Terms and Conditions, Partners will be informed of the publication of changes to the Terms and Conditions 21 days prior to their entry into force by e-mail. Partners not accepting changes to the regulations are obliged to delete their account in Bitcan.pl system, which is equivalent to resignation from cooperation and its termination.
9. The Regulations enter into force on: 16.05.2023.