

TERMS OF SERVICE OF THE AFFILIATE PROGRAM

§ 1. General Provisions

These Terms and Conditions govern the operation of the Affiliate Program between the Service Provider and the User.

§ 2. Definitions

1. As used in these Terms and Conditions, the following terms shall have the following meanings:
 - a. **Referral Link** - a link that the User received from the Service Provider to recommend the Website and the Services of the Service Provider.
 - b. **Referred Person** - a third party who is not related personally or by capital to a User, does not have an Account on the Website, received a Referral Link from the User and used it to register an Account on the Website within 30 days from the date of use of the Referral Link from a specific User. A Referred Person cannot be a User.
 - c. **Affiliate Program** - a program run by the Service Provider to promote the Services of the Service Provider, in particular on the Website.
 - d. **Commission** - remuneration for recommending the Services of the Service Provider, as specified in the Table of Commissions.
 - e. **Table of Commissions** - a table indicating the amount of Commission to which the User is entitled for the purchase of Services by a Referred Person, available at www.aftermarket.pl.
2. All capitalised terms not defined in clause 1 above have the meanings assigned to them in the Terms of Website Use. In case of any discrepancies between the definition of a term provided in these Terms and Conditions and the Terms of Website Use or other terms of Services, the meanings provided in clause 1 above shall prevail.

§ 3. Participation in the Affiliate Program

1. Only the User who uses the appropriate link on the Website may participate in the Affiliate Program.
2. The User is obliged to indicate the relevant data to enable the payment of the Commission and to perform tax record-keeping obligations in accordance with the provisions of applicable law. If the User fails to provide this data, the Service Provider has the right to refuse to pay the Commission.
3. The Service Provider has the right to exclude the User from the Affiliate Program if the User does not comply with the provisions of the Terms and Conditions.

§ 4. Affiliate Program

1. A User who wishes to use the Affiliate Program receives a Referral Link from the Service Provider, which the User may share with the Referred Person.
2. A Referred Person who has registered an Account with the Website within 30 days from the date of use of the Referral Link received from a specific User shall be deemed to have been referred by that User. The relevant information will be shown in the User Account.
3. The User will be entitled to receive the Commission according to the Table of Commissions if the Referred Person purchases the Services of the Service Provider. The prerequisites for granting the Commission to the User under the Affiliate Program are as follows:
 - a. the Service Provider's bank account is credited with the full payment or each subscription fee for the Service purchased by the Referred Person,
 - b. the Referred Person does not exercise the statutory right of rescission within the period prescribed by law,
 - c. there are no prerequisites for the cancellation or withdrawal of the payment for the Service.
4. The Commission is calculated on an ongoing basis, no later than 5 days from the date of payment for the Service by the Referred Person.
5. If the User's action is contrary to the provisions of the Terms and Conditions, the provisions of applicable law or good practice, or is aimed at circumventing them, the Service Provider has the right not to calculate the Commission or not to pay it in full.
6. If the User is found to be recommending Services to himself/herself/itself, the Service Provider has the right to exclude the User from the Affiliate Program and to cancel all Commissions accumulated to date.
7. Commissions relating to the purchase of Services by the Referred Person accrue for 12 months from the date of registration of the Account on the Website by the Referred Person.

§ 5. Commission

1. The User is entitled to receive the Commission if a certain level of Commission is reached, as referred to in the Table of Commissions.
2. The request for payment of the Commission must be made through the relevant form made available on the User Account.
3. The Commission may be paid to the User's Account for purchasing Services or to the User's bank account. When requesting the payment of the Commission to a bank account, the User should provide the bank account number.
4. The User, who is an Entrepreneur, is obliged to issue a VAT invoice and then upload it to the User Account with the description of the item: "Payment of referral commission in the Affiliate Program".

5. Where the User is registered as an active VAT payer, in accordance with Article 96(4) of the Goods and Services Tax Act dated 11 March 2004 (consolidated text of Dz. U. of 2018, item 2174, as amended, hereinafter referred to as the “VAT Act”), the Service Provider transfers the Commission to be paid:
 - a. by a transfer to the User’s bank account included as at the date of the transfer order in the list referred to in Article 96b(1) of the VAT Act – if the transaction value exceeds PLN 15,000 gross,
 - b. by transferring funds to the User’s Account to be used for the purchase of the Services – if the transaction value is PLN 15,000 gross or less unless the User requests that the funds be transferred in the manner indicated in point a. above.
6. In the case referred to in § 5(5)(b) of the Terms and Conditions, before the User uploads an invoice to receive funds from the Service Provider, the Service Provider may request the User to make a minimum payment of PLN 1,00 (one) gross from the bank account included in the list referred to in Article 96b(1) of the VAT Act.
7. The Service Provider reserves the right to transfer the funds which are due to the User referred to in this section to the bank account included as at the date of the transfer order in the list referred to in Article 96b(1) of the VAT Act also if the value of the transaction does not exceed PLN 15,000 gross when circumstances justify the transfer to the bank account in the list.
8. If the condition referred to in § 5(5)(a) is not met, the Service Provider has the right to withhold the payment of the Commission.
9. The provisions of § 5(5) to (8) of the Terms and Conditions do not apply to Users registered on the Website as EU VAT users or users who are not VAT payers.
10. If in connection with the payment of the Commission, the Service Provider is obliged to pay public dues, in particular as a payer, the amount of the Commission will be reduced accordingly by the amount of such dues. If the Service Provider’s obligation to pay such dues occurs after the Service Provider has paid the Commission, the User shall be obligated to reimburse the Service Provider for the amount corresponding to such dues.
11. The Commission will be paid to the User within 14 days from the date of the instruction on the User’s Account.
12. Information about the amount of the Commission granted to the User for recommending the Services of the Service Provider and the amount of the Commission paid is available in the User’s Account.

§ 6. Final Provisions

1. The Service Provider reserves the right to amend the Terms and Conditions or to publish new Terms and Conditions in the following cases:
 - a. change of the law, including provisions regarding consumer protection,
 - b. change of the technical conditions of providing the Services,

- c. change of the terms and prices of services provided by third parties to the Service Provider, which are necessary for the provision of the Services,
 - d. change of the range of the Services provided,
 - e. organisational changes or legal transformations of the Service Provider, including a change of the ownership of the Service Provider.
2. To all matters not settled in these Terms and Conditions, the Terms of Website Use available on the website www.aftermarket.pl shall apply.
3. The Terms and Conditions shall enter into force on 1.04.2023.