

# GENERAL TERMS AND CONDITIONS FOR THE SKYCLOUD AFFILIATE PROGRAM

## 1. INTRODUCTORY PROVISIONS

1. These General Terms and Conditions (hereinafter "Terms and Conditions") have been issued by SkyCloud s.r.o., Company ID No.: 04903641, VAT No.: CZ04903641, with registered office Revoluční 1403/28, Prague – Nové Město 110 00, registered with the Commercial Register administered by the Municipal Court of Prague, section C, roster 255406 (hereinafter "SkyCloud") for its business partners, businesses who undertake to uphold these conditions for partnership if they complete registration at the portal ClaimCloud.cz in the Affiliate program, that is, a program oriented toward the promotion of purchasing at portals operated by Affilbox on the websites of third parties (hereinafter "Program"), who fulfill the conditions in these Terms and Conditions and whose registration to the Program is accepted by SkyCloud (hereinafter "Partner"), as SkyCloud has the exclusive right to decide who may participate in the Program.
2. Once SkyCloud confirms participation in the Program, which is not obligatory for SkyCloud, SkyCloud and the Partner execute an agreement for partnership in the Program in the meaning of the provisions of § 1746 para. 2 of Act No. 89/2012 Coll., the Civil Code as amended, on the basis of which the Partner shall be obligated to place banners and links with promotion of the ClaimCloud.cz or ClaimCloud.sk internet services (hereinafter "Banner") on portals operated by the Partner (hereinafter "Portal"), for which SkyCloud undertakes to pay the Partner on condition of the proper activities of the Partner according to these Terms and Conditions and the relevant legal regulations.

## 2. PARTNER DECLARATION

1. The Partner declares, warrants, and undertakes to SkyCloud for the entire duration of the Program the following:
  1. all statements made by the Partner to SkyCloud as part of their negotiations over participation in the Program and during the Program itself are truthful, accurate, and complete, whereas there does not exist any fact that would be in conflict with these statements;
  2. the Partner is authorized to execute an agreement in the meaning of these Terms and Conditions, to perform their obligations arising from it, and concurrently is fully aware of the obligations arising from these Terms and Conditions;
  3. all prerequisites for executing an agreement in the meaning of these Terms and Conditions have been fulfilled, particularly yet not exclusively with regard to truthfulness and completeness of statements made and other conditions stipulated by the relevant generally binding legal regulations;
  4. neither the execution of the agreement in the meaning of these Terms and Conditions uzavření smlouvy ve smyslu těchto VOP nor the enacting of the individual steps of the Partner on the basis of it and in association with it do not represent the breach of any obligations of the Partner arising from relevant legal regulations, binding contracts, agreements, and declarations, nor is in breach of any injunction, judgment, or preliminary actions of an administrative authority, court, or arbitration outcome to which the Partner is bound, nor the violation of any rights of third parties;
  5. the Partner is not in bankruptcy or at risk of bankruptcy, nor has an insolvency petition and/or petition for judgment been filed;
6. The portal does not have a cashback character and does not enable visitors to obtain part of the funds invested in acquiring the assortment;

7. The portal is not an MFA portal (i.e. is not a website created for the purpose of displaying advertising).
8. The portal contains and will contain a Banner that will be used as part of the Program for the duration of the collaboration of the parties on the basis of this agreement and the Terms and Conditions; any other use of the Portal as part of the Program in which the end customer of SkyCloud does not actively click on the given Banner is prohibited and does not establish a claim for the commission specified below;
9. The portal is not used to obtain discounts and other benefits directly for the Partner from SkyCloud in the case of the independent transactions of the Partner on the internet shop operated by SkyCloud,
10. The portal does not contain any information, links, material, or content that could represent unfair competitive practices or violate relevant generally binding legal regulations and overarching ethical standards in relation to third parties including SkyCloud, and the content presented and/or referred to thereupon does not incite nor could incite the violation of generally binding legal regulations and/or cannot create the impression of consent with any violation thereof.

### **3. MUTUAL RIGHTS AND OBLIGATIONS**

1. The placement of links or banners by the Partner is subject to objection or review by SkyCloud.
2. The Partner is not authorized to place bids or otherwise insert in advertising systems terms containing ClaimCloud.cz, ClaimCloud.sk, or ClaimCloud, or any intentionally misspelled variants thereof.
3. The Partner is not authorized to avail of distributing unrequested mail (spam) or other impermissible form of promotion in breach of the principles of responsible business practices and ethics.
4. The Partner is not authorized when distributing promotional emails to operate under the name of SkyCloud or create the impression that they are an authorized advertising representative of SkyCloud.
5. The Partner is not authorized to abuse the commission system using tools such as backclick, clickbot, or similar tools with the same effect, particularly for the purpose of artificially increasing their own commission or that of another party.
6. The Partner is not authorized to disrupt the protection of the commission system by “hacking” or “cracking” it, particularly for the purpose of artificially increasing their own commission or that of another party.
7. If the Partner violates the obligations stipulated in Article 3 of these Terms and Conditions, SkyCloud shall be entitled to a contractual penalty in the amount of CZK 50,000 (fifty thousand Czech crowns) for each such violation, whereas the Partner is obligated to pay this contractual penalty within ten (10) days of a request to do so by SkyCloud, whereas the claim of SkyCloud for compensation of damages in full shall not be thereby affected.
8. If any breach of the obligations of the Partner arising from Article 3 of these Terms and Conditions is discovered, SkyCloud shall demand immediate remedy. If no remedy is enacted within two (2) days, SkyCloud shall be entitled to withdraw from this agreement.

### **4. CALCULATING COMMISSIONS AND INVOICING CONDITIONS**

1. In the event that all conditions of the Program are met, including truthful, complete, and accurate statements by the Partner pertaining to the Program and observance of the obligations in Article 3 of these Terms and Conditions, the Partner shall be entitled to a commission calculated from the total revenue in the relevant calendar month achieved by SkyCloud as a result of requests received and not cancelled from visitors to the Portal who performed transactions at SkyCloud after reaching the internet service operated by SkyCloud following an active clickthrough on the link or banner (hereinafter “Visitor”), whereas the amount of the commission (hereinafter “Commission”) is defined as CZK 300 (EUR 12) (three hundred Czech crowns) for each referred request designated by SkyCloud

as valid. A valid request is one that meets the conditions for potential financial compensation and that SkyCloud designates as having potential for compensation.

The commission is also increased by CZK 300 (EUR 12) (three hundred crowns) in the event that SkyCloud is awarded financial compensation of damages from the airline for the referred request.

- a) In the event that the Commission exceeds the amount of CZK 1,000 (one thousand Czech crowns) or the equivalent in a different currency, the Partner may request cashless payment to their bank account reported to SkyCloud, whereas SkyCloud is obligated to carry out the payment of the Commission via cashless transfer of funds to the Partner bank account within thirty (30) calendar days of the delivery of the relevant tax document (invoice) of the Partner and the verification of fulfillment of conditions for payment of the Commission. The tax document (invoice) must meet the legal requirements, otherwise SkyCloud will be entitled to return the tax document (invoice) to the Partner. In such cases the payment deadline is suspended and resumes only after the date of delivery of a corrected tax document (invoice). In the event that the Partner is a payer of VAT, the agreed Commission shall be increased by the amount of VAT set by law.
- b) If SkyCloud has justifiable suspicion that the Partner is in breach of this agreement or has otherwise abused the conditions of the commission system, they shall be authorized to suspend payment of the Commission until such time as the suspicions have been dispelled.
- c) The monetary amount shall be considered paid at the moment it is deducted from the bank account of the sender to the benefit of the bank account of the recipient.

#### **d) TERMINATION OF THE AGREEMENT**

1. This agreement may be terminated through withdrawal, by agreement, or upon notice given.
2. Each contracting party is entitled to withdraw from this agreement only for the reasons specified in these Terms and Conditions.
3. SkyCloud is entitled to withdraw from the agreement in the event that:
  1. The Partner breaches the obligations stipulated for the Partner in these Terms and Conditions and in the relevant generally binding legal regulations in a substantial manner;
  2. any statement by the Partner listed in Article 2 of these Terms and Conditions is demonstrated to be untruthful, incomplete, or inaccurate;
  3. The Partner is in bankruptcy, at risk of bankruptcy, or a petition for judgment has been filed against him.
  4. The Partner is entitled to withdraw from the agreement in the event that SkyCloud is in delay with financial performance to the benefit of the Partner for a period longer than twenty (20) days and has not remedied the situation within ten (10) days of delivery of written notice from the Partner of such delay.
  5. The effects of withdrawal from the agreement shall apply on the date of delivery of written notice of withdrawal to the party of the second part.
4. Each contracting party is entitled to withdraw from the agreement even without stated reason by giving notice with a notice period of two (2) months, whereas the contracting parties have agreed that the notice period shall begin to expire on the first day of the calendar month following the month in which the notice was delivered to the party of the second part.
5. The contracting parties have agreed that termination of the effects of the agreement does not and must not affect the provisions of the agreement pertaining to licenses, warranties, claims for liability due to defects, or damages and claims due to contractual penalties, if arising prior to the termination of the effects of the agreement, nor any other provisions and claims from whose character it may be seen that they may persist even after the termination of the effects of the agreement.

## **6. CONFIDENTIALITY OF INFORMATION**

1. The contracting parties undertake that neither of them shall disclose to any third party confidential information obtained from the other contracting party, whereas the contracting parties define confidential information as any information designated as such, that has a definite value for the given party, that is or could be a trade secret and/or whose publication would or could endanger the justifiable interests of the given contracting party, and for this reason they have undertaken for the protection of confidential information, which shall always remain the exclusive property of the disclosing party, to exert the same effort for retaining their confidentiality and protection as they would for their own confidential information in accordance with the principle of best practice, the relevant legal regulations, and particularly yet not exclusively with Act No. 101/2000 Coll. on personal data protection, in the valid and applicable wording. The contracting parties also undertake not to use the confidential information of the party of the second part otherwise than for the purpose of performing this agreement.
2. Without prejudice to the above provisions, information is not considered confidential that:
  1. has become publicly known without their publication constituting a breach of the obligations of the receiving contracting party or of legal regulations;
  2. the receiving party has justifiably had access to prior to executing the agreement, if such information was not the subject of another, earlier agreement executed between the contracting parties on protection of information;
  3. is the outcome of a process by which the receiving party discovered it independently and which can be proven through the records of the receiving party or the confidential information of a third party;
  4. was provided to the receiving party after the signing of the agreement by a third party not limited in such handling of information.
3. The contracting parties undertake to observe the obligation for confidentiality to the full extent, as well as the obligation to protect confidential information arising from this agreement and also from generally binding legal regulations, particularly the obligations stipulated by Act No. 101/2000 Coll. on protection of personal data, as amended. In this regard, the contracting parties undertake to instruct all persons who will contribute to the performance of this agreement in the meaning of these Terms and Conditions on the above obligations for confidentiality and protection of confidential information, and further undertake to ensure in a suitable manner the observance of these obligations by all persons contributing to the performance of this agreement.
4. The contracting parties have agreed that the termination of the applicability of this agreement shall not affect the provisions of this article of the Terms and Conditions and that their applicability shall persist even after the termination of this agreement.

## **5. TRADEMARKS AND GOOD REPUTATION**

1. The contracting parties undertake to proceed such that neither of them shall violate the trademarks or the good reputation of the other contracting party.
2. The contracting parties have agreed that they may use all trademarks and the company name of the other contracting party solely on the basis of the separate, explicit written consent of the party of the second part. For these purposes, the requesting contracting party shall submit to the authorizing contracting party a draft of the promotional communication, notification, or subject of use of the trademark and/or company name no less than two (2) business days prior to planned publication, whereas only upon the written approval of the authorizing contracting party shall the requesting contracting party proceed with such publication.

## **6. LIABILITY FOR DAMAGES**

1. Each contracting party shall bear liability for any damages caused as part of valid and applicable legal regulations and this agreement. The contracting parties undertake to exert the maximum effort to prevent damages and to minimize any damages incurred.
2. Neither contracting party shall be liable for damages nor shall be considered in delay if such circumstances have resulted from a delay in the performance of obligations on the part of the other party or as a result of circumstances waiving liability in the meaning of the provisions of § 2913 para. 2 of the Civil Code; however liability shall not be waived by an obstacle that emerged at a time when the liable party was in delay with performance of their obligations, or was incurred from their economic conditions, whereas the effects waiving liability are limited solely to the time during which the obstacle associated with these effects persisted.
3. The contracting parties undertake to inform the party of the second part without unnecessary delay of any circumstances waiving liability that prevent the proper performance of the agreement, and also undertake to exert the maximum effort to remedy and overcome the circumstances waiving liability.

## **7. MUTUAL COMMUNICATION**

1. The contracting parties undertake to cooperate and to provide all information necessary for the proper performance of their obligations; in particular, yet not exclusively, each is obligated to inform the other contracting party of any facts that are or could be important for the proper performance of this agreement. In the event that the Partner should have any questions or comments on the program, these may be submitted to the email address [info@claimcloud.cz](mailto:info@claimcloud.cz).
2. The contracting parties undertake that in the event of change to their postal addresses or email addresses, or to any other identifying information, and in the event of any other decisive circumstances relevant to the Program (e.g. payment of VAT), they shall inform the other party of such change no later than within three (3) business days.
3. The Partner undertakes in the event of bankruptcy, the risk of bankruptcy, or the filing of an insolvency petition against the Partner or a petition for the issue of a judgement against the Partner, that they shall inform SkyCloud of such circumstances without unnecessary delay, however no later than within three (3) business days. If the Partner does not fulfill the above obligation, such conduct shall be considered a gross breach of this agreement.

## **8. ARTICLE VI. - CLOSING PROVISIONS**

1. The contracting parties undertake to address all disputes arising from this agreement and in association therewith preferentially through conciliation. The contracting parties have agreed that if these disputes are not resolved within sixty (60) calendar days of the beginning of the conciliation, these disputes shall be decided with final effect by the relevant court of the Czech Republic.
2. The contracting parties have agreed that the Partner is not authorized to assign monetary claims against SkyCloud to any third party without the prior written consent of SkyCloud.
3. The contracting parties have agreed that SkyCloud is entitled to unilaterally change these Terms and Conditions. In the event that the Partner fails to express any lack of consent with the new version of the Terms and Conditions to SkyCloud within (10) business days of the moment SkyCloud informs of the change via email communication, and fails to withdraw from the agreement for this reason, then these Terms and Conditions shall become applicable to further transactions by the contracting parties.

4. Nonetheless, the Partner shall not assign or transfer any obligations arising from the Agreement without the prior written consent of SkyCloud.
5. Any rights and obligations of the contracting parties not explicitly governed by this Agreement are subject to Act No. 89/2012 Coll., the Civil Code, as amended, and the relevant generally binding legal regulations of the Czech Republic.