

Terms and Conditions of the participation in YourFitWay Affiliate Program

Introduction

Terms and Conditions of the participation in YourFitWay Affiliate Program govern the rules of YourFitWay's functioning with regards to sharing the mobile application in subscription model for iOS and Android users. The application connects digital health with the elements of social game and prizes based on 10 000 steps a day challenge. The Organizer acquires the Application users through Independent Business Partners' distribution in the model based on classic sale system: producer – distributor – retailer – customer, the purpose of which is to acquire 10 000 000 application users globally.

§ 1 [General Provisions]

1. These Terms and Conditions contain all provisions between YOUR FIT WAY LTD (further referred to as: 'YourFitWay') and a person or an organization ('Individual Business Partner') participating in YourFitWay Affiliate Program (the 'Program'), in particular the rules that govern the lease of the advertising space allocated for the Independent Business Partner's marketing activities that are connected with the promotion of YourFitWay as well as the commission payment calculations resulting therefrom.
2. By accepting these Terms and Conditions an Independent Business Partner agrees to participate in the Program determined by the abovementioned. The Independent Business Partner enters an agreement for the provision of electronic services with the Organizer, the content of which is constituted by these Terms and Conditions along with the possible Appendices.

§ 2 [Definitions]

Agreement/Terms and Conditions – these Terms and Conditions of the participation in the YourFitWay Affiliate Program

Organizer/YourFitWay – YOUR FIT WAY LTD, based in 21 Navigation Business Village Navigation Way, Ashton-On-Ribble, Preston, United Kingdom, PR2 2YP with company registration number 11176627, office@yourfitway.com

Program/Affiliate Program – a program conducted by the Organizer defining the cooperation in terms of an Independent Business Partner's provision of marketing activities connected with the lease of the advertising space.

Customer/User – a person or an entity who accesses YourFitWay website through the Affiliate's marketing materials, such as their website, and registers as a new user of YourFitWay.

Independent Business Partner/Program Participant/Affiliate – a person or an organization (e.g., an influencer, networker, social selling marketer, youtuber, tik-toker or a brand ambassador) participating in the YourFitWay Affiliate Program.

Registration Form – a form shared by the Organizer, which enables access to Affiliate's YourFitWay account based on the entered User's data.

Application – the mobile application available in Google Play and Apple App Store.

Subscription – a cyclic subscription fee enabling the access to YourFitWay system, including the mobile application available in Google Play and Apple App Store, social groups, backoffice etc.

Voucher – a prepaid, month-long access to the Application entitling a new User to use the Subscription on preferential terms.

Backoffice – a system enabling the management of the Affiliate’s promotional activities in the Program.

§ 3 [Registration in the Program]

1. Every natural person with full legal capacity, legal person as well as an organizational unit without legal personality interested in the distribution of YourFitWay marketing and informational materials within the advertising space can become an Independent Business Partner.
2. The conditions of the participation in the Program are as below:
 - the correct completion of the registration process and a successful verification conducted by the Organizer within 48 business hours from the moment of the completion of the registration process by an Independent Business Partner,
 - the acceptance of these Terms and Conditions is equivalent to entering an advertising space lease agreement,
 - holding a valid Subscription within which an Independent Business Partner acquires the access to the Application, tools and a specified number of Vouchers enabling the recommendation of YourFitWay products.
3. The registration in the Program is conducted through <https://yourfitway.com/register> and requires the correct completion of the Registration Form enclosed therein. After submitting the correct personal details and accepting the terms and conditions, YourFitWay sends the confirmation of the registration and of entering in the Agreement to the email address enclosed by an Independent Business Partner in the process of registration. In the case of an unsuccessful verification by the Organizer, the Independent Business Partner’s account is immediately deleted, especially in the case of undertaking by the Independent Business Partner activity that infringes YourFitWay interests.
4. Despite the successful registration, i.e. obtaining by an Independent Business Partner the access data to the account, YourFitWay reserves the right to refuse further participation of the Affiliate in the Program if their advertising space used for the promotion of YourFitWay is inadequate. Inadequate websites include:
 - websites aimed at children,
 - websites promoting sexual content,
 - websites inciting violence,
 - websites inciting discrimination based on the race, gender, religion, nationality, sexual orientation, or age,
 - websites endorsing illegal activities,
 - or websites violating intellectual property rights.
5. An Individual Business Partner, understood as a person of verified identity, is allowed to hold only one account in the Program.

§ 4 [Rights and Responsibilities of YourFitWay]

1. Upon participation in the Program, the Organizer undertakes to provide an Independent Business Partner with the access to:
 - a. Backoffice on the Organizer's server, enabling to monitor the effectiveness of the marketing activities conducted by an Independent Business Partner, especially to track the number of registrations and payments made by the Application's Users acquired through the exposition of the advertisement within the leased advertising space.
 - b. referral links, visual and text materials, which an Independent Business Partner can promote with the use of held advertising space, i.e., websites, social media, and other forms of reaching the Customer.
2. YourFitWay reserves the right to amend any of these Terms and Conditions at any time and at its own discretion and notifying an Independent Business Partner about the amendments via email or through the publication of the new Terms and Conditions on the website. The amendments may include e.g., the changes of the commission fees, timetables, and payment procedures as well as the terms of the referral program. In case of lack of an Independent Business Partner's agreement to the issued amendments, the Affiliate has the right to terminate this Agreement effective immediately. Further participation in the Program after the publication of the amended Terms and Conditions constitutes a binding acceptance of the amendments.

§ 5 [Rights and Responsibilities of an Independent Business Partner]

1. An Independent Business Partner commits to undertake the best commercially justified efforts to advertise, introduce to the market and promote YourFitWay by the publications of YourFitWay ready-made materials and the materials, who they are the author or co-author of, within the advertising space leased by the Organizer actively and successfully. The Independent Business Partner ensures that the undertaking of the abovementioned activities will not violate the intellectual property rights of the third party nor any other third party rights. With regards to the abovementioned, the Independent Business Partner accepts all the responsibility connected with any third party claim regarding the violations of their rights with connection to the implementation of these Terms and Conditions.
2. An Independent Business Partner undertakes the activity independently and is not a partner, a legal representative, an employee nor a franchisee of the Organizer, nor of any other entity with which the Organizer cooperates. In relation to the abovementioned, it is forbidden to submit or accept the offers, to make statements or commitments by the Independent Business Partner on behalf of YourFitWay. The Affiliate incurs all the costs and the expenses connected to the advertising, marketing, and promoting of YourFitWay among the Affiliate's Customers.
3. An Independent Business Partner is responsible for providing the Organizer with the ability to track their Customers' activity within the leased advertising space by publishing the correct links with the referral code shared by YourFitWay. The referral code, as a unique Affiliate's identifier, is saved in browser's cookies for 60 min or until the Customer manually deletes all or some of cookie files. The Organizer does not take the responsibility for the Customers registrations resulting from the incorrect use of the link. The Organizer does not amend the ownership of the registered Customers nor take the responsibility for consequently generated commissions.
4. An Independent Business Partner can use the leased advertising space to distribute ready-made materials provided by the Organizer, as well as the materials of which the content, appearance and layout were developed by the Affiliate. The Independent Business Partner undertakes the full cooperation with YourFitWay in the mater of the published content, which relates to YourFitWay. The Affiliate takes into consideration that in the instance of the lack of consent form YourFitWay with regards to the dissemination of the materials, of which the Affiliate is the co-

author or author, the Affiliate will be obliged to exclude them from further exposition within the leased advertising space. Moreover, the Independent Business Partner commits to use the referral links without the introduction of any modifications to their structure, such as changes or deletion of any part of the referral code.

5. An Independent Business Partner is committed to undertake the marketing activities within the Terms and Conditions of the lease according to the applicable law. The Affiliate confirms that the visual and text materials and links will not be placed in unsolicited email communication, unauthorized posts within discussion groups, chats or with the use of bots. Illegally generated web traffic will not be included in the calculations of the commission.
6. An Independent Business Partner acknowledges, that all designations, logos, commercial names, and trademarks are the property of YourFitWay and the entities personally related or capital related with YourFitWay. All information related to the use of YourFitWay name and all the designations, logos, commercial names not regulated by these Terms and Conditions can be obtained at YourFitWay Customer Service Office at the following email address: office@yourfitway.com.
7. An Affiliate commits to undertake the marketing activities being the subject of their participation in the Program in accordance with the rules of ethics and applicable Code of Ethics, which constitutes an Appendix no 1 to these Terms and Conditions.

§ 6 [Commission]

1. By way of leasing the marketing space with intention of the exposition of the marketing materials and informative materials regarding YourFitWay, an Independent Business Partner reserves the right to the commission payments in the form of a lease rent, which rate is dependent on the number of YourFitWay products and services sold through the referral link entries issued to the Affiliate. The detailed conditions of the commission payment calculations are governed by the Gratuity Plan, which is implemented in an automatic system calculation.
2. An Independent Business Partner confirms that they understand that the payment and the commission rates are dependent on the successful marketing activities undertaken within the leased advertising space. The Organizer does not guarantee generating Affiliate's revenue, income nor the economic success.
3. The calculated and paid commission constitutes the total payment due to the Independent Business Partner within the lease of advertising space rent, as well as the total of the remuneration resulting from all the activities undertaken by the Affiliate with regards to the conclusion or the performance of the Agreement.

§ 7 [Commission payments]

1. The Commission received by an Independent Business Partner in the Program is accrued throughout the accounting period lasting between the 6th day of a given month and the 5th day of the consecutive month. The payment system managed is available through Backoffice, which enables reviewing the transaction history, accessing the payments automated panel and sales rankings. The payments are processed twice a month according to a specified schedule and in the currency of the accumulated on the account commission. There is no minimum amount of the first commission payment order. All further payments are the subject to a minimum value of payment amounting to 50\$. An Affiliate can issue a payment order every second and every fourth week of a given month on 3 days: Mondays, Tuesdays, and Wednesdays. Further payments are issued every Friday of the second and the fourth week of the month. In case of any possible delays connected with issuing of the payment within the above-mentioned timeframe, YourFitWay commits to issue the payment on the first possible date. Any possible delays

connected with the processing of the remuneration are not the subject to any financial nor material compensation.

2. An Independent Business Partner earns the commission throughout the period of the Customer's activity i.e., on every Customer's transaction within YourFitWay, within the time the Affiliate stays an Active Program Participant. An Active Program Participant is an Affiliate, who holds a valid Subscription in the given accounting month for which the commission is calculated based on their Customers' activity. In the case when an Affiliate does not hold a valid Subscription, they lose the right to the payment of the commission accumulated within that accounting period. The exception constitutes the possibility of the payment of the accumulated YFWcoins, of which the payment period is prolonged to 3 months, despite of the inactivity. The Commission accumulated on the Affiliate's account in the period of active participation in the Program, can be paid within 365 calendar days counted from the date of the last registered Subscription payment. After this date, the accumulated Commission will be forfeited.
3. The Commission calculation is consistent with these Terms and Conditions and in accordance with the automated commission billing in the Backoffice based on the purchases made by the Customers through an Affiliate's referral link. The calculated sum does not include the commission which corresponds to the transactions refunded by the Organizer i.e., due to the complaint. The same applies to the transactions that were withheld with regards to the Buyer's data verification.
4. Should YourFitWay overpay an Independent Business Partner, regardless of the overpaid amount, the overpayment will be deducted from Affiliate's next remuneration, regardless of the date of obtaining the right to the Commission, to which the Affiliate irrevocably agrees. If due to the deduction the overpaid remuneration cannot be retrieved, YourFitWay can request a refund from the Affiliate in the form agreed on by both Parties.
5. YourFitWay reserves the right to change the amount of Commission by the means of the amendments published in the Gratuity Plan available to an Independent Business Partner in their account.
6. An Independent Business Partner can acquire their own co-workers to develop business and maximize the benefits of the participation in the Program. Such activities require the acceptance of the Terms and Conditions of YourFitWay License Sale.

§ 8 [Processing of personal data]

1. By accepting these Terms and Conditions an Independent Business Partner gives the Organizer the consent to process their personal data submitted during the registration process, along with the data shared during further use of the system. The data is processed for information and marketing purposes connected with the participation in the Program. Additionally, the Affiliate consents to the transfer of data consisting of the name, surname, email address and the telephone number to the Affiliate whose referral was used to join the Program.
2. While joining the Program, an Affiliate consents to the publication of the results of their personal turnover to the system's Users within the issued sales rankings.

§ 9 [Termination of the Agreement]

1. This Agreement commences when an Affiliate's participation in the Program is accepted by YourFitWay. The Agreement is concluded for an indefinite period.
2. Either party has the right to terminate the Licence Agreement without cause, with a maximum of 10 days' notice period, starting from the last day of the accounting period in which the termination takes place. The termination of the Licence Agreement must be in a written form, either on paper or via email.

3. This Agreement can be terminated effective immediately without prior notice in the instance of a gross violation of these Terms and Conditions by an Independent Business Partner, in particular:
 - a. if the Affiliate's activity infringes good reputation and violates the interests of the Organizer,
 - b. if YourFitWay confirms the information of an unlawful Affiliate's activity undertaken within leased advertising space, in particular: the dissemination of unlawful content or malicious code,
 - c. if the Affiliate undertakes the activities aimed at gaining the unjust remuneration, in particular, at generating fake web traffic.

7. In the moment of the termination of the Agreement:
 - a. All rights and licences vested in an Affiliate expire effective immediately.
 - b. The Affiliate undertakes to remove all advertising materials and deactivate YourFitWay links within leased advertising space.
 - c. The Affiliate will be entitled to receive all unsettled commission payments accumulated in the account until the date of the termination of this Agreement. The Affiliate will not be entitled to receive the referral payments, after the date of the termination of the Agreement.
 - d. If the Affiliate does not fulfil the commitments and duties, YourFitWay will not pay the Affiliate the commission resulting from the referral.
 - e. Despite the termination of the agreement, the Customers acquired by the Affiliate can still generate the revenue, however their activity will not constitute the ground to the continuation nor the renewal of this Agreement. Furthermore, this activity will not constitute the ground to renounce the termination of the Agreement.
 - f. The Affiliate will return all confidential information and any copies of information that they are in possession of, protect or control to YourFitWay.
 - g. The Affiliate will cease the use of all commercial names, trademarks, service marks, logos and any other YourFitWay designations.
 - h. Both, the Affiliate and YourFitWay, are released from any obligations and commitments to each other that arose after the date of the termination of the Agreement except for the commitments, which despite of the termination of the Agreement, have the legal duty to apply.
 - i. The Termination of the Agreement does not discharge the Affiliate from any liabilities arising from the infringement of these Terms and Conditions, which occurred before the date of the above-mentioned termination.
 - j. YourFitWay reserves the right to deactivate an account and to confiscate historical Affiliate's commission calculations, if it is suspected that the account was involved in criminal activities, including fraudulent payments, earning commission payments on own transactions and other.

§ 10 [Confidential Information]

1. During the Agreement period, the Organizer may entrust the confidential information to the Independent Business Partner. Such information refers to YourFitWay activity, including the data connected with the rules regarding the cooperation within the Program, the information of a legal, commercial, technological nature, the information regarding the organizational system, financial situation, distribution, marketing, and advertising as well as the business strategy and technical plans and achievements.
2. An Independent Business Partner commits to a non-disclosure of the confidential information to third party unless a prior written authorization is obtained from YourFitWay. The Independent Business Partner confirms that the confidential information will be used exclusively for the necessary purposes connected to the performance of the Agreement. The Affiliate's obligations with respect to the Confidential Information also extend beyond the termination of this Agreement.

§ 11 [Disclaimers]

YourFitWay makes no express or implied warranties or representations with respect to the Affiliate's participation in the Program, in particular, those referring to referral fees and commission payments, functionality, warranties of fitness, merchantability, legality or any implied warranties arising out of a course of performance of this Agreement. In addition, the Organizer makes no representation that the operation of yourfitway.com website or Affiliate's websites will be uninterrupted or error-free and will not be liable for the consequences resulting therefrom.

§12 [Final Provisions]

1. An Independent Business Partner confirms that they have read this Agreement and agree to all its Terms and Conditions. The Affiliate acknowledges that YourFitWay may at any time directly or indirectly solicit Customer referrals on terms that may differ from these included in this Agreement. YourFitWay may cooperate with other entities whose business activity may be competitive with the Affiliate's activity.
2. An Independent Business Partner confirms that they independently, without any exerted pressure decide on the participation in the Program and do not rely on any representations, statements or guarantees other than those defined in this agreement.
3. Any disputes arising with regards to the performance of this Agreement the Parties undertake to settle amicably. Should the amicable settlement fail, the disputes shall be resolved by the court of competent subject matter and local jurisdiction.