

## Terms and Conditions of Fishsurfing Business

These terms and conditions govern the cooperation and participation in the Fishsurfing Business affiliate system, which is operated through the web interface at [www.business.fishsurfing.com](http://www.business.fishsurfing.com) (hereinafter referred to as the "**affiliate system**").

### The provider of the affiliate system is:

Company: FISHSURFING s.r.o.

Registered Office: Hraskeho 2231/25, 14800 Prague, Czech Republic

Company ID: 28709047 VAT ID: CZ28709047

Registration Number: C 212833, registered with the Municipal Court in Prague

Phone: +420 608 984 953

E-mail: [marketplace@fishsurfing.com](mailto:marketplace@fishsurfing.com)

(hereinafter referred to as the "**provider**")

## 1. Introductory Provisions

1.1. These terms and conditions regulate the rights and obligations of the contractual parties:

1. arising in connection with the cooperation agreement concluded between the partner (as defined below) and the provider;
2. arising in connection with participation in the provider's affiliate system.

1.2. By registering in the Fishsurfing Business affiliate system, the partner agrees to these terms and conditions and undertakes to comply with them. By agreeing to these terms and conditions, the partner simultaneously enters into a framework cooperation agreement with the provider.

1.3. In matters not covered by these terms and conditions, the relationship between the partner and the provider shall be governed by the applicable laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code.

## 2. Definitions

2.1. A **cooperation agreement** is any agreement concluded under these terms and conditions between the provider and the partner through the affiliate system, the purpose of which is to promote the goods, services, or activities of the partner (or a third party based on an agreement with the partner) (hereinafter referred to as the "**cooperation agreement**"). The cooperation agreement is concluded electronically and is not provided in a written form. The agreement is concluded when the partner accepts the cooperation terms proposed by the provider by clicking the confirmation button in the affiliate system. The cooperation agreement is not a contract of mandate or a commercial representation agreement.

2.2. A **visitor** is a unique user who visits the provider's web interface and subsequently visits the partner's web interface after clicking a link (hereinafter referred to as the "**visitor**").

2.3. A **partner** is a natural person or legal entity that participates in the affiliate system based on registration in the course of its business activities (hereinafter referred to as the "**partner**"). Consumer protection laws do not apply to the relationship between the provider and the partner.

2.4. A **paid service** refers to a service offered by the provider that is available only after payment and possibly meeting other conditions set by the provider. This mainly includes services such as placing a banner or other advertisements on the provider's web interface (hereinafter referred to as "**paid**

**service**"). For the purposes of these terms and conditions, the Fishsurfing Marketplace service is not considered a paid service.

2.5. A **click** refers to a visitor clicking on a product from the partner's product feed on the provider's web interface, which activates a link to the partner's web interface. Within the affiliate system, only one click by a visitor on the corresponding unique product of the partner is recognized within a 24-hour period. Clicks are tracked using IP addresses or other unique identifiers (hereinafter referred to as "**click**").

2.6. A **commission** refers to the financial reward the partner is obligated to pay the provider for facilitating a visitor's click to the partner's web interface (hereinafter referred to as "**commission**"), particularly in connection with the Fishsurfing Marketplace service.

2.7. An **affiliate link** is a static URL (provided by the partner upon registration in the provider's web interface), which the provider uses to link to the partner's web interface (hereinafter referred to as "**affiliate link**").

2.8. An **affiliate account** is the partner's account maintained by the provider in the affiliate system, to which the partner has online access. The account records data concerning the number of visitors referred through clicks from the provider's web interface to the partner's web interface. The account also records commissions that the partner is obligated to pay the provider for referred clicks and any other active paid services (hereinafter referred to as "**affiliate account**").

2.9. The **provider** is the company FISHSURFING s.r.o.

2.10. An **advertising space** is a designated space on the provider's web interface or in its Fishsurfing mobile application, intended for displaying the partner's advertisements. An **advertisement** refers to an online banner or other online advertising panel, which, in addition to displaying products offered by the partner, includes an affiliate link that directs the visitor to the partner's web interface when clicked (hereinafter referred to as "**advertisement**"). To place an advertisement, the partner shall provide the provider with the necessary HTML code (according to the provider's current requirements) and an image or video that meets the provider's specifications.

2.11. The **applicable law** is the law of the Czech Republic. The relationship between the provider and the partner, based on the (framework) cooperation agreement, is governed by Czech law. Any disputes arising from or related to the cooperation agreement (including the framework cooperation agreement) will be decided by the competent court according to the provider's registered office in the Czech Republic.

2.12. The **Fishsurfing Marketplace** service refers to a service that allows the partner to place offers for their products or services on the provider's web interface within the product feed of this service (hereinafter referred to as the "**Fishsurfing Marketplace**"). The partner is required to pay commissions to the provider for clicks from visitors who transition from the provider's web interface to the partner's web interface. For the purposes of these terms and conditions, the Fishsurfing Marketplace is not considered a "paid service".

2.13. The **provider's web interface** refers to the website located at [www.fishsurfing.com](http://www.fishsurfing.com), including all its subpages and features available on this domain (hereinafter referred to as the "**provider's web interface**").

2.14. The **partner's web interface** refers to a website operated by the partner or managed by the partner by authorization (hereinafter referred to as the "**partner's web interface**").

2.15. An **impression** refers to the display of a specific banner to a unique user within a 24-hour period (hereinafter referred to as "**impression**"). Each user is counted for a maximum of one impression per banner within every 24-hour period, regardless of the actual number of displays to that user.

### **3. Participation in the Affiliate System**

3.1. Participation in the affiliate system is created by the registration of the partner in the provider's affiliate system.

3.2. During registration and subsequent use of the affiliate system, the partner is obliged to follow the instructions and rules set out in the affiliate system, including filling out all required data accurately and truthfully.

3.3. Each person may have only one partner user account in the affiliate system unless otherwise agreed with the provider.

3.4. In the affiliate system, the provider offers administrative support for promoting the partner's goods or services under the cooperation agreement, especially through the Fishsurfing Marketplace service or advertising spaces on the provider's web interface or in the Fishsurfing mobile application.

3.5. The partner is fully responsible for any damages caused to the provider or other users of the provider's website, or third parties, through actions that violate these terms and conditions and/or the legal order of the Czech Republic (or other relevant legal orders).

3.6. The partner is responsible for the correctness and completeness of the information provided during registration. In the event of any changes to the information, the partner is obliged to inform the provider without delay. The provider is not liable for any damages incurred by the partner due to failure to notify the provider of changes in the information.

3.7. The affiliate account may not be available continuously, especially due to necessary maintenance of hardware and software. The provider does not guarantee uninterrupted availability of the affiliate system and services.

### **4. Paid Services**

4.1 Paid services can be ordered through the affiliate account. When ordering a paid service through the affiliate account, the partner completes the order by clicking the confirmation button and making payment through the payment gateway or by another method allowed by the web interface.

4.2 Paid services are always paid for as a one-time fee, either based on the number of impressions or the duration of the period or another specified scope of the service. The final price, including all taxes and fees, is displayed on the web interface of the affiliate system (in the service order form). The price is fixed and must be paid regardless of whether the partner fully utilizes the paid service. Once the paid impressions or the time limit for the service expires, the partner will be notified. To extend the service, a new one-time payment must be made.

4.3 The provider will deliver the paid service without undue delay after the payment is credited to the provider's account, or at the date specified by the partner, but not before the necessary materials have been provided or other conditions set by the provider in the affiliate system have been fulfilled.

4.4 The provider reserves the right to condition the provision of the paid service on prior approval by the provider. In such a case, the service will not be provided until the provider approves the service order. The partner will be informed of this requirement at the time of the service order.

4.5 If at any time the Provider discovers that the advertisement contravenes the rules stated when ordering the paid service, these Terms and Conditions, the laws of the Czech Republic or of another country in which the advertisement is to be published, or good morals, the Provider is entitled not to publish the advertisement or to suspend the advertisement already published, without any claim for a refund of the price of the service. In this case, the Provider shall inform the Partner by automatic email message of the disapproval of the advertisement. The Partner may arbitrarily change the advertisement to take corrective action. In this case, the Partner's right to performance in connection with the respective cooperation agreement shall not be terminated.

4.6 The provider reserves the right not to publish an advertisement in the following cases:

- the advertisement is not serious, sufficiently specific, or understandable;
- the advertisement, at the provider's discretion, does not meet the standards or goals of the Fishsurfing social network;
- the advertisement may constitute conduct that abuses or restricts competition, which is capable of causing harm to other entities, particularly in the form of misleading advertising, deceptive labeling of goods or services, creating a risk of confusion, free-riding on reputation, disparagement, prohibited comparative advertising, or other similar conduct;
- the advertisement promotes, advertises, or recruits for:
  - a) multilevel marketing and affiliate systems,
  - b) another social network with a similar focus to Fishsurfing or a related affiliate or administrative system,
  - c) unauthorized reproduction, rental, or sale of intellectual property rights;
- the advertisement is in violation of these terms and conditions, applicable legal regulations, or public morals, specifically advertisements that may be deemed offensive, vulgar, xenophobic, defamatory based on race, nationality, or religion, or of a sexual or pornographic nature;
- the advertisement violates the general rules for uploading content to the web interface, which are an integral part of these terms and conditions as an attachment.

4.7 Published advertisements must always be up to date. The partner agrees to comply with the conditions stated in the advertisement for all users of the Fishsurfing web interface or mobile application for the period specified in the advertisement or during the time the advertisement is displayed. The partner further agrees to provide the advertised goods or services properly, on time, and in perfect quality. If the partner violates this obligation, the provider has the right to claim compensation for damages and terminate cooperation with the partner. The partner also guarantees that:

- they are the seller of the goods or provider of the services advertised, or they have been authorized to advertise by the seller or provider;
- they meet the requirements of relevant legal regulations for selling goods or providing services, particularly possessing the necessary licenses or permits;
- all data provided in the registration form is truthful, complete, accurate, and up to date;
- they will comply with all relevant legal regulations when selling goods or providing services, particularly those of the Czech Republic or the country where the goods or services are provided, and these terms and conditions;
- they will use paid services in accordance with these terms and conditions (including the General Rules for Content Posting).

4.8 If the partner violates any of the obligations under this Article 4, or if any of their representations or warranties prove to be false, and the provider is required to make any payment to a third party due to such violation, the provider is entitled to full compensation for any resulting damages, including lost profits and all costs, including legal fees.

## **5. Rights and Obligations of the Partner**

5.1. The partner must ensure that their activities do not harm or threaten the reputation and good name of the provider. The partner agrees to provide all data truthfully and completely.

5.2. The partner may not promote goods or services through the provider's web interface or mobile application that could violate any applicable legal regulations, public morals, or third-party rights. This particularly applies to websites with pornographic or illegal content and websites that violate intellectual property rights or promote such activities.

5.3. The provider reserves the right to refuse the promotion of the partner's goods or services without the need to provide a reason. The decision regarding the appropriateness of advertisements is at the sole discretion of the provider.

5.4. The partner agrees to pay the provider a commission for each click facilitated by the provider to the partner's web interface, as stipulated in Article 6 of these terms and conditions, and any other compensation that the partner has committed to pay to the provider

5.5. The partner is responsible for protecting their access data to their affiliate account from misuse by third parties. The provider is not liable for any damage caused by such misuse.

5.6. The provider is entitled to use all text and visual materials created by the partner or for which the partner holds a valid license and which are provided to or made accessible to the provider through the affiliate system for the promotion of the partner.

5.7. The software of the provider's web interface, the Fishsurfing mobile application, and the affiliate system is protected by the provider's copyright and may be protected by the rights of third parties. The content may not be modified, copied, reproduced, distributed, or used by the partner or any third party for any purpose without the provider's written consent.

## **6. Rights and Obligations of the Provider**

6.1. The provider reserves the right to change or supplement the wording of these terms and conditions at any time. The rights and obligations of the parties shall always be governed by the version of the terms and conditions in effect at the time the rights and obligations arose.

6.2. The provider is obligated to notify the partner of any changes to the terms and conditions via the contact email provided by the partner during registration. The new version of the terms and conditions will become effective for the partner from the date of notification.

6.3. The provider may request the partner to verify their identity by submitting a copy of their business license, a trade register extract, or an identity document. This also applies to the representatives of the partner – legal entities. Until this obligation is fulfilled, the provider has the right to suspend the performance of its contractual obligations towards the partner.

6.4. The provider may add, change, or remove features or properties of the affiliate system, modify or impose limitations on storage, or other functionalities for justified reasons, including:

- (a) necessary changes to maintain the digital content free of defects,
- (b) changes in the technology used to distribute the provider's digital content,
- (c) changes in third-party systems used to distribute the digital content (e.g., Android, iOS, or Windows systems), that significantly impair their usability for the provider or significantly increase the provider's costs,
- (d) other technological changes in the market used for similar services,
- (e) amendments or repeals of legal regulations, or the issuance of new legal regulations,

(f) improvements to the existing functions of the services.

6.5. The provider is entitled to temporarily suspend the provision of services at any time, for example for security reasons, force majeure, decisions by the relevant authority or court, or the need to maintain or repair the system. Such suspension shall not be considered a breach of the provider's obligations.

## **7. Commission**

7.1. When using the Fishsurfing Marketplace service, the partner is obligated to pay a commission to the provider for facilitating a visitor's click to the partner's web interface. The commission is payable in Czech crowns (CZK) or in euros (EUR). The current commission rate is displayed in the affiliate system and is set in CZK or EUR based on the exchange rate of the Czech National Bank on the first day of the calendar month when the provider acquires the right to issue an invoice under Article 7.3.

7.2. Data on facilitated clicks and related commissions for individual clicks are available in the affiliate system, which the partner can access online through their affiliate account. The partner sets a maximum investment amount for paying the total commission for a specified period in their affiliate account (hereinafter referred to as the "**investment limit**"). Once the investment limit for the given period is reached, the provider will stop offering the partner's products in the product feed on the provider's web interface unless the partner increases the investment limit. The investment limit is reset at the beginning of each new period.

7.3. The partner is required to pay commissions for facilitated clicks through a summary payment of all commissions based on an issued invoice. The total amount, including all commissions, may be invoiced by the provider to the partner in the following calendar month after the calendar month in which the total of all previously unbilled commissions exceeds 100 CZK. The invoice will be sent to the partner via email and will also be available for download in the partner's affiliate account in the affiliate system. The invoice is payable within 14 days of its receipt unless otherwise stated on the invoice.

7.4. The invoice under Article 7.3 must be paid by the partner exclusively through bank transfer to the account specified on the invoice or in the provider's affiliate system.

## **8. Partner's Objections**

8.1. In case of doubts, especially regarding the accuracy of the recorded facilitated clicks, the partner may file objections with the provider. In such a case, the partner must provide all available data and records related to the objections.

8.2. The partner has the right to submit objections within 30 days from the date of the event that is the reason for the objection. The provider is not obliged to respond to objections submitted after this period.

8.3. Objections must be submitted by the partner in written form, including via email sent to the provider's contact email address. Only objections that are legible, fully delivered, and contain all the necessary information and supporting documents required for the provider's thorough assessment will be considered properly submitted.

8.4. The assessment and decision on objections are solely within the provider's competence. Objections are typically handled by the provider within 30 days from the date of their receipt by the provider. The provider's decision will then be announced to the partner.

## **9. Duration of the Cooperation Agreement and Termination**

9.1. The partner's participation in the provider's affiliate system is based on a framework cooperation agreement concluded for an indefinite period.

9.2. The termination of any individual cooperation agreement, as well as the framework cooperation agreement, and the partner's participation in the affiliate system may occur:

- (a) By mutual agreement between the provider and the partner.
- (b) By notice from either the provider or the partner. The notice must be delivered in writing or via email to the other party, even without providing reasons. The cooperation agreement terminates upon the delivery of the notice to the other party.
- (c) By the provider's withdrawal from the cooperation agreement. The provider is entitled to withdraw from the agreement if it is proven that the partner is acting in violation of these terms and conditions, legal regulations, or public morals. The withdrawal notice must be delivered in writing or via email to the partner, stating the reasons for the withdrawal. The cooperation agreement and the partner's participation in the affiliate system terminate on the date the withdrawal notice is delivered to the partner. If the provider suffers damage due to the partner's violation of these terms and conditions or legal regulations, the partner is obliged to compensate the provider in full.
- (d) By the complete termination of the affiliate system by the provider. In this case, the partner's participation in the affiliate system ends on the date the system is terminated.
- (e) The termination of the cooperation agreement does not affect any claims the provider may have for compensation for damages caused by the partner.

9.3. In the event of termination of the partner's participation in the affiliate system, the provider is entitled to request payment of commissions to which it is entitled as of the date of the termination.

9.4. Beyond the aforementioned provisions, the provider reserves the right to withdraw from the (framework or individual) cooperation agreement at any time, even without stating a reason.

## **10. Protection of Trade Secrets and the Provider's Business Policy**

10.1. During the partner's participation in the affiliate system and cooperation with the provider, the partner may be provided with information that is marked as confidential or whose confidentiality is evident from its nature. The partner agrees to:

1. keep such information confidential;
2. not disclose it to any third party without the provider's consent;
3. not use it for any purpose other than fulfilling the contractual relationship with the provider;
4. not use it in any way that could harm the provider.

10.2. The partner also agrees not to make copies of documents provided by the provider without the provider's consent.

## **11. Final Provisions**

11.1. The software of the provider's web interface, the Fishsurfing mobile application, and the affiliate system is protected by the provider's copyright and may be further protected by the rights of third parties. The content must not be altered, copied, reproduced, distributed, or used by the partner or any third party for any purpose without the written consent of the provider or another copyright holder. In particular, it is forbidden to make available, for a fee or free of charge, images and texts placed in the affiliate system, on the Provider's web interface or in the Fishsurfing mobile application.

11.2. The partner acknowledges that the provider may collect and process the partner's personal data (such as name, surname, company name, email, phone number, and the name and address of the partner's website) for the purposes of fulfilling the cooperation agreement. The legal basis for processing personal data is the performance of a contract between the partner and the provider under

Article 6(1)(b) of the GDPR, the legitimate interests of the provider under Article 6(1)(f) of the GDPR (in particular, for system management, security, and other legitimate operational purposes), and the provider's legal obligations under Article 6(1)(c) of the GDPR (especially accounting, tax, and related archiving obligations). The provider declares that the handling of personal data is carried out in accordance with the legal order of the Czech Republic and directly applicable regulations of the European Union. Personal data will be retained for the duration of the contract (framework cooperation agreement) and further for the time necessary to meet the provider's legal obligations. The partner has the right to access their personal data, correct, delete, restrict its processing, and other rights under applicable legal regulations. Detailed information about data processing is specified in the personal data processing policy available in the affiliate system.

11.3. The partner may, during registration in the affiliate system or later based on their interest, voluntarily give the provider consent to process their personal data (in particular, name, company name, and website name) for the purpose of using this data in the provider's marketing materials. This consent is voluntary and may be withdrawn at any time.

11.4. In the event of a violation of the laws of the Czech Republic or other applicable legal regulations by the partner in connection with the performance of the cooperation agreement, the partner bears full responsibility for such violation. If any financial compensation is required from the provider in connection with the partner's illegal activities, the provider is entitled to demand reimbursement of such compensation, including legal fees.

11.5. The provider is not responsible for any damages caused by server outages in the affiliate system, server overload, or errors in the affiliate system that result in the failure to display the partner's advertisement or products in the Fishsurfing Marketplace feed or disruptions in the partner's website loading.

11.6. The partner must not exploit potential errors in the affiliate system or disclose or communicate them to third parties. If the partner discovers an error or other discrepancy in the affiliate system that causes system malfunction, security breaches, or other issues, the partner is obliged to report this to the provider without delay.

11.7. If any provision of these terms and conditions is invalid, ineffective, or unenforceable (or becomes so), it shall be replaced by a provision that most closely reflects the intent of the invalid, ineffective, or unenforceable provision. The invalidity, ineffectiveness, or unenforceability of one provision shall not affect the validity of the remaining provisions.

11.8. An integral part of these terms and conditions is their annex – General Rules for Content Posting.

11.9. These terms and conditions are issued in both Czech and English versions. In the event of any discrepancies between the versions, the Czech version shall prevail. The Czech version of the terms and conditions is available in the Czech version of the affiliate system.

These terms and conditions are effective from October 25, 2024.

## **General Rules for Content Posting**

For posting content on the Fishsurfing social network available at [www.fishsurfing.com](http://www.fishsurfing.com) or through the Fishsurfing mobile application

issued by FISHSURFING s.r.o., Company ID: 28709047, with its registered office at Hráskeho 2231/25, Chodov, 148 00 Prague 4, registered with the Municipal Court in Prague under File No. C 212833 (hereinafter referred to as "we" or "Fishsurfing").

### **1.1 What content can you post on the web interface or mobile application?**

It is only possible to post content that is related to the topic of fishing. Any content that does not fall within this thematic focus may be removed from the web interface by us.

### **1.2 What are your obligations when posting content?**

You are not permitted to post content that:

- damages or is likely to damage the good name or reputation of third parties;
- the publication of which would be in violation of our terms and conditions, applicable legal regulations, or public morals, specifically content that could be considered offensive, vulgar, xenophobic, defamatory based on race, nationality, or religion, as well as content of an erotic or pornographic nature;
- contains texts and images for which you do not hold the appropriate copyright rights through the creation of the work or under a license;
- contains contact information of another person or data that could be considered personal data, unless this person has given their consent;
- contains viruses or other software that could cause damage to us, other users, or third parties;
- contains advertisements or messages serving as commercial communications, unless it is permitted and paid advertising.

### **1.3 What are our rights regarding the content you upload to the web interface?**

By posting content through your affiliate account, you grant Fishsurfing a free, non-exclusive, transferable, geographically and temporally unlimited license to any posted content for the purpose of fulfilling the cooperation agreement, promoting our services, the web interface, the Fishsurfing mobile application, and the Fishsurfing social network.

You bear full responsibility for being the holder of all rights to the posted content. If the content includes your likeness and/or the likeness of third parties, you give Fishsurfing express permission to distribute your likeness as part of the aforementioned license, and you confirm that you have obtained the consent of all depicted persons. This consent is granted for an indefinite period and can be revoked at any time.

The rules in this wording are effective from October 25, 2024.