

# Terms and conditions Affiliate Program

These Terms and Conditions of the Affiliate Program are valid as of 12.12.2024.

## Introduction

The present Terms and Conditions of the Affiliate Program set out the rules for the participation of interested natural or legal persons in the zondacrypto Affiliate Program, which is organised by BB Trade Estonia OÜ with its registered office at: Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917 ESTONIA, registered in the Register of Companies under number 14814864, maintained on [www.zondacrypto.com](http://www.zondacrypto.com) and subdomains, as well as the rules of use of the Programme by the Participants of the Programme.

## § 1 Definitions

- Non-Working Day - every Saturday and Sunday, as well as a day on which a public or religious holiday falls which is a public holiday according to the law in Estonia or the Program Participant's country of residence;
- Exchange - the virtual currency exchange platform located at [www.zondacrypto.com](http://www.zondacrypto.com);
- Program Participant's Account - a separate space in the Account containing information about the Program, the Program Participant and the Commissions assigned to a given Program Participant;
- Referral Link - a link generated individually for each Program Participant and is the only tool for assigning a Referred Client to a Program Participant;
- Calendar Month - the period from the first day of each month to the last day of the same month;
- Organiser - BB Trade Estonia OÜ company with its registered office at: Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917 ESTONIA registered in the Register of Companies under number 14814864, running and managing the Program;
- Referred Client - any natural person or legal entity who has used the referral link to the zondacrypto virtual currency exchange and created a new Account on the Exchange;
- Program - the zondacrypto Affiliate Program that allows the referral of [www.zondacrypto.com](http://www.zondacrypto.com) and its sub-domains via the Referral Link;
- Commission - a percentage of the revenue generated when transactions are made by Referral Clients recommended by a Program Participant;
- Terms and Conditions - these Terms and Conditions of the Affiliate Program defining the rules of participation in the Program and the use of the Program by all persons participating in it;
- GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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 (General Data Protection Regulation);

- Table of Fees and Commissions - the table containing the current rates of fees and commissions for services provided by zondacrypto or available on the Service, available on the platform [www.zondacrypto.com](http://www.zondacrypto.com);
- Service - the zondacrypto.com website and its sub-domains;
- Parties - the Organiser and the Program Participant;
- Participant of the Program - any natural person or legal entity that has joined the Program.

Capitalized terms not defined in the text of the Terms and Conditions shall be interpreted in accordance with the definitions contained in the Terms and Conditions of Service, which are available at [this address](#).

## **§ 2. Participation in the Program.**

1. Only natural persons who are at least 18 years of age on the day of registration to the Program and have full legal capacity as well as legal persons may become.
2. A person interested in joining the Program who fulfils the conditions specified in paragraph 1 above is obliged to read the provisions of the Regulations and accept their content.
3. Participation in the Program, acceptance of the Regulations and providing personal data by the Participant of the Program are completely voluntary, but the Organizer stipulates that the lack of acceptance of the Regulations makes participation in the Program impossible. The provision of personal data by the Participant of the Program is a contractual requirement, without which the participation in the Program also remains impossible.
4. In order to join the Program, after logging in to the Service, go to the "Affiliation" tab and accept the content of the Regulations by making the following statement: "I confirm that I have read and fully accept the Terms and Conditions of the Affiliate

Program. I provide my personal data voluntarily and declare that they are true. I have read the contents of the information clause in accordance with Article 13 GDPR, including information on the purpose and methods of processing personal data."

5. A Participant of the Program may only have one Participant of the Program Account.

## **§ 3 Rights and obligations of the Program Organizer**

1. The Organizer, which is also the operator of the Exchange, is responsible for the organization and operation of the Program.
2. The Organizer provides the Participants of the Program with Referral Links, advertising banners and other materials promoting the Exchange in order to enable the Participants of the Program to actively and effectively participate in the Program.
3. The Organizer stipulates that it will not grant commissions to Participants of the Program who provide incorrect or incomplete information in the Referral Links or who gain Referral Clients in a manner inconsistent with the provisions of law or these Terms and Conditions.
4. The Organizer shall be responsible for registering the Referred Clients who have used the Referral Links of each Participant of the Program and shall keep track of the activity of the Referred Clients on the Exchange, which shall remain in accordance with the Terms and Conditions of Service, the content of which each Referred Client accepts before creating an Account on the Exchange and the Organizer's Privacy Policy.
5. Information on the amount of the Commission due to the Participant of the Program resulting from the activity of the Referred Client on the Exchange will be displayed on the Account of the Participant of the Program in the "Affiliation" tab.
6. The Organizer reserves the right to refuse to set up and the right to close the Referred Client's Account on the Exchange, if necessary, due to applicable laws or the Organizer's internal procedures.
7. The Organizer reserves the right to exclude from the Program Participants of the Program whose actions are against the law, the Terms and Conditions, the rules of social coexistence or good morals, or who promote the Service or the Exchange on inappropriate websites. Inappropriate websites are understood to be, in particular, those which are dedicated to children, promote pornographic content or violence,

are discriminatory in any respect, including race, gender, religion, nationality, sexual orientation or age, promote activities prohibited by law or infringe intellectual property rights.

8. The Organizer remains entitled to suspend and terminate the Program at any time.

## **§ 4 Rights and obligations of the Participant of the Program**

1. The Participant of the Program is entitled to actively and effectively promote the Service, the Exchange and the Organizer in order to maximize its own and the Organizer's profits.
2. When promoting the Service, the Exchange and the Organizer, Participant of the Program is obliged to use only such means which do not violate the provisions of the applicable law, the good name of the Organizer, the rules of social coexistence, good customs, and which will only positively affect the image of the Service, the Exchange and the Organizer.
3. The Participant of the Program has the right to place Referral Links, advertising banners and other promotional materials made available by the Organizer in any places on its websites at its own risk, subject to the terms and conditions specified in the Terms and Conditions.
4. Referral Links, advertising banners and other promotional materials may not be placed in unsolicited emails (so-called spam), unauthorised posts, chats or through the use of bots.
5. The Participant of the Program shall bear all costs arising from the promotion of the Service, the Exchange and the Organizer.
6. The Participant of the Program is not entitled to create, publish or distribute any written material relating to the Service, the Exchange and the Organizer without first submitting it to the Organizer and obtaining its authorization.
7. The Participant of the Program shall cooperate fully with the Organizer in the use and maintenance of Referral Links and all other means of promotion made available by the Organizer.
8. By accepting the Terms and Conditions, the Participant of the Program agrees to:

- a. use the full URL of the Referral Link or HTML code when posting on websites and making banners and other promotional materials available
  - b. place Referral Links, advertising banners and other promotional materials in appropriate, visible sections on their websites.
- 9. The Participant of the Program is obliged to:
  - a. not modify or delete any part of the code, advertising banner, Referral Links or promotional materials;
  - b. update Referral Links, advertising banners and any other promotional materials in accordance with changes introduced by the Organiser.

## **§ 5 Assignment of a Referred Client to the Participant of the Program**

1. The Referred Client is automatically assigned to a given Participant of the Program if he opens an Account on the Exchange by clicking on the Referral Link of the Program Participant.
2. Only in exceptional cases, if, for technical reasons, the Referred Client is not assigned to a given Participant of the Program, although he has opened an Account on the Exchange by clicking on the Referral Link of the given Participant of the Program, the Referred Client, within 1 (one) month from the date of opening the Account on the Exchange, may request the Organizer to assign him/her to the Program to a given Participant of the Program.
3. The Client shall not be entitled to submit the application referred to in paragraph 2 above if the Client has established an Account on the Exchange before the respective Participant of the Program has established an Account on the Exchange or before the Participant of the Program has joined the Program.
4. The request referred to in paragraph (2) above should be submitted by the Referred Client in the form of an e-mail to the following e-mail address: [affiliate@zondacrypto.com](mailto:affiliate@zondacrypto.com) and such request should include a justification indicating that there are exceptional circumstances justifying the granting of the request.
5. Once the request referred to in paragraph 2 above has been granted, the Referred Client will be added to the Program to the respective Participant of the Program within 1 (one) month from the date of the request. The Participant of the Program

shall not be entitled to any Commission on the Referred Client's transactions from the period before the Referred Client was added to his/her Program.

6. The Referred Client automatically assigned to the Program to a given Participant of the Program, in exceptional situations, within 1 (one) month from the date of creation of an Account on the Exchange, may apply to the Organizer to unsubscribe him/her from the Program as a Referred Client of a given Participant of the Program.
7. The application referred to in sub-paragraph (6) above should be submitted by the Referred Client in the form of an e-mail to the following e-mail address: [affiliate@zondacrypto.com](mailto:affiliate@zondacrypto.com) and such application should include a justification indicating that there are exceptional circumstances justifying the granting of the application.
8. Once the request referred to in paragraph 6 above has been granted, the Referred Client will be discharged from the Program from the respective Participant of the Program within 1 (one) month from the date of the request. The Participant of the Program is not entitled to a Commission on the Referred Client's transactions from the period after his/her discharge from the Program, nor is he/she entitled to a compensation claim from the Organizer for the discharge of the Referred Client from the Program.
9. The Organizer undertakes to respond to the requests referred to in this paragraph by email to the email address provided by the Referred Client on the Website within 14 Business Days.

## **§ 6 Starting commission**

1. The starting commission received for a given Calendar Month by each Program Participant is 20% of the net income generated by each of the Referred Clients recommended by the Program Participant.
2. The starting commission is the minimum commission each Program Participant can receive.
3. Each Program Participant has the opportunity to receive a commission higher than the starting commission after reaching the required number of new Client Referrals in a given Calendar Month, in accordance with the rules set out in § 7 of the Terms and Conditions.

4. The starting commission rate may also be increased individually for a specific Program Participant by arrangement with the Organiser.
5. The starting commission is credited to the Program Participant's Account in the currency in which the commission was charged on the transaction made by the Referred Client.
6. The Organizer reserves the right to limit or completely exclude the possibility of accrual and payment of the starting commission in a given currency, in a situation where Delisting (Delisting Announcement referred to in the Terms and Conditions of Delisting of zondacrypto Digital Assets) has been announced in respect of that currency. The Organizer will inform the Program Participants accordingly in an email at least 7 days in advance.
7. In the case described in Section 6 above, the Program Participant is not entitled to any compensation for the exclusion of the possibility of calculating the starting commission in a specific currency.

## **§ 7 Increased commission**

1. Increased starting Commission may be granted to the Participant of the Program depending on the number of new referred Clients acquired by the Participant of the Program in a given Calendar Month in the amount of:
  - a. 25% of the net income generated by each Referred Client - if the Participant of the Program brings more than 50 new Referred Clients to the Organiser in one Calendar Month;
  - b. 30% of the net income generated by each Referred Client - if the Participant of the Program brings more than 100 new referred Clients to the Organizer in a single Calendar Month;
  - c. 40% of net income generated by each Referred Client - if a Participant of the Program brings the Organizer more than 300 new referred Clients in a single Calendar Month;



- d. 50% of net income generated by each Referred Client - if a Participant of the Program brings the Organizer more than 500 new referred Clients in a single Calendar Month;
  - e. 60% of net income generated by each Referred Client - if a Participant of the Program brings the Organizer more than 1,000 new referred Clients in a single Calendar Month;
  - f. 70% of net income generated by each Referred Client - if a Participant of the Program brings the Organizer more than 3 000 new referred Clients in a single Calendar Month;
  - g. 80% of the net income generated by each Referred Client - if a Participant of the Program brings the Organizer more than 5 000 new referred Clients in a single Calendar Month.
- 2. The number of new referred Clients in each Calendar Month, taken into account when determining whether the Program Participant is entitled to the increased Commission, includes only the Referred Clients acquired through the Referral Link of the Program Participant of the Program added to the Program statistics in an automatic way, who at the same time verified themselves or at least attempted to verify the Account on the Exchange.
- 3. An additional condition for the Participant of the Program to receive the increased Commission is that the Participant of the Program in a given Calendar Month acquires revenue from the Program generated from the Commission due from all new referred Clients in an amount of not less than EUR 10.00 (in words: ten euros).
- 4. In order to receive the increased Commission referred to in paragraph 1 above, the Participant of the Program, after reaching the indicated limit and fulfilling the other conditions referred to in this paragraph, should apply to the Organizer for the increased Commission, in the form of an email to the following email address: [affiliate@zondacrypto.com](mailto:affiliate@zondacrypto.com)
- 5. The Organizer undertakes to consider the application referred to in paragraph 4 above within a maximum of 10 Business Days. A response to the request will be sent to the Participant of the Program in the form of an e-mail message.
- 6. Once the Organizer has positively recognised the request to grant the increased Commission, the Participant of the Program will be granted the increased Commission in the amount referred to in paragraph 1 above, for a period of one month, starting from the date the Participant of the Program's request is granted.
- 7. In the case described in § 6.6 of the Terms and Conditions, when the possibility of charging the Starting Fee in a given currency is limited or excluded, the charging of the Increased Commission in that currency is also automatically subject to limitation or exclusion.

## § 8 Payment of the Commission

1. The payment of the Commission due will be made by the Organizer by adding the amount of the Commission to the balance of the affiliate program in the Participant of the Program's Account, in accordance with the terms of this paragraph.
2. The Participant of the Program may independently transfer the funds obtained from the Commission accumulated in his own Account of the Participant of the Program to his own Account on the Exchange, and may then withdraw these funds from the Exchange by means of available payment methods, taking into account the contents of the Table of Fees and Commissions.
3. The payment of the Commission due to the Account of the Participant of the Program will be made in the currency in which the Commission has been granted, in accordance with § 6(5) of the Terms and Conditions.
4. In the situation described in § 6(6) of the Terms and Conditions, the Starting Commission accumulated to date (together with the Increased Commission - if applicable) will be paid to the Program Participant's Account in the respective delisting currency on the date of exclusion of the possibility to accrue Commissions in that currency. The transfer of such funds obtained from the Starting Commission in the Program Participant's Account to their Account on the Exchange, will be made by the Organizer no later than within 3 business days from the date of payment of the Commission (except if the Program Participant does it earlier on their own, in accordance with § 8 (2) above).
5. Only a Participant of the Program who is fully identified and verified as required by applicable laws and the Organizer's internal regulations is entitled to the payment of the Commission.
6. The Participant of the Program is entitled to receive Commissions on all transactions of his/her referred Referred Client registered on the Exchange as long as he/she remains a Participant of the Program.
7. If the account of the Referred Client on the Exchange referred by the Participant of the Program is blocked and the Organizer is obliged to return the funds deposited therein, the Organizer will not be obliged to pay the Participant of the Program the Commission on the revenues generated by the blocked Referred Client
8. If an investigation is carried out against the Referred Client by the Organizer or authorised authorities, the Organizer is entitled to withhold the payment of the Commission due on the revenue generated by the Referred Client until the

investigation is completed. If the investigation leads to termination of the agreement with the Referred Client by the Organiser and closure of the Referred Client's Account, the Organiser will not be obliged to pay the Commission to the Participant of the Program on the revenue generated by the Referred Client during the investigation.

## **§ 9 Personal data protection**

1. The rules for the processing of personal data processed by the Organiser are set out in these Terms and Conditions, in the contents of the Privacy Policy posted on [zondacrypto.com](https://zondacrypto.com) and in the "GDPR Information Clause", which is attached to these Terms and Conditions and is an integral part thereof
2. The administrator of the personal data of Participants of the Program and Referred Clients is the Organiser, i.e. BB Trade Estonia OÜ with its registered office at: Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917 ESTONIA, registered in the Register of Companies under number 14814864.
3. The Administrator is obliged to protect the personal data of Participants of the Program and Referred Clients.

## **§ 10 Confidentiality**

1. The Participant of the Program may be entrusted with confidential data concerning the activities of the Organizer, as well as information on the Referred Clients acquired by a given Participant of the Program.
2. The Organiser authorises the Participant of the Program to process information concerning the Referred Clients, such as - date of registration of the Account and the value of the Commission collected from the Referred Client during the transaction on the Exchange, and consequently, information on the value of the transactions carried out by the Referred Client, only to the extent necessary for the execution of the concluded agreement on participation in this Program. The

authorisation to process information concerning Referred Clients expires upon the resignation of the Participant of the Program from participation in the Program, as well as in the event of termination of cooperation between the Parties, including termination of the Participant of the Program by the Organiser. The Organiser stipulates that all data which may enable the identification of the Referred Client by the Participant of the Program will be pseudonymised.

3. Confidential data of the Organiser should be understood as all information constituting a secret of the Organiser's enterprise, in particular information of a commercial nature related to the business activity conducted by the Organiser, all information about Referred Clients indicated in paragraph 2 above, technical, technological, organisational information of the Organiser's enterprise, other information concerning the Service, the Exchange and the Organiser, to which the Participant of the Program receives access in connection with participation in the Program (hereinafter referred to as Confidential Data).
4. The Participant of the Program undertakes to keep Confidential Data confidential, i.e. that he/she will not record on any data carriers, reproduce, distribute, transmit, disclose or make available in any form Confidential Data to third parties or entities without the prior express written consent of the Organiser.
5. The Participant of the Program agrees to use Confidential Data only for the purpose of undertaking activities related to the implementation of participation in the Program.
6. The Participant of the Program undertakes to keep all Confidential Data in such a way as to ensure that it is completely secure against loss, dissemination, unauthorised access or disclosure to persons or third parties, and in the event of disclosure, dissemination, reproduction, unauthorised access or loss of Confidential Data undertakes to inform the Organiser immediately.
7. The obligation to keep Confidential Data in confidence, as defined in this paragraph, binds the Participant of the Program indefinitely, in particular, it does not expire as a result of the Participant of the Program's resignation from participation in the Program or in a situation where the Participant of the Program is deprived of participation in the Program by the Organiser, and the Participant of the Program cannot be released from this obligation, except in cases expressly indicated in the Terms and Conditions.
8. The Organiser stipulates, and the Participant of the Program, by joining the Program, hereby accepts, that a breach of the Organiser's confidentiality rules for Confidential Data may be considered a breach of the basic contractual obligations and may result in the immediate termination of the Participant of the Program's participation in the Program.
9. In addition to the sanction provided for in paragraph 8 above, the Organiser may charge the Participant of the Program with a contractual penalty in the amount of

EUR 500.00 (in words: five hundred euros) for each case of breach of the obligation to keep Confidential Data confidential. The total amount of the contractual penalties for violation of the obligation to keep Confidential Data confidential cannot exceed the amount of EUR 20,000 (in words: twenty thousand euros).

10. By accepting these Terms and Conditions, the Participant of the Program agrees to deduct the contractual penalties, if any, referred to in paragraph 9 above, first from the funds accumulated from the Commission in the Program Participant's Account and then from the funds accumulated in the Account on the Exchange.

## **§ 11 Mutual Relationship of the Parties**

1. The Organiser and the Participant of the Program are independent entities from each other and nothing in the Terms and Conditions establishes a partnership, franchise, agency or employment relationship between them.
2. The Participant of the Program is in no way entitled to make or accept any proposals, offers or statements of intent on behalf of the Organiser.

## **§ 12 Guarantees and liability**

1. The Organiser makes no express or implied warranties in relation to the Program.
2. The operation of the Program takes place entirely via the Internet, so the Participant of the Program remains solely responsible for ensuring uninterrupted and uninterrupted access to the Internet in order to participate in the Program, and the Organizer is not responsible for the consequences of any interruptions in Internet access or errors attributable to the Internet provider.

3. The Organiser shall not be liable for errors in data transmission, in particular due to the failure of IT systems, telecommunications systems, power supply systems and due to delays in the operation of the external operator providing data transmission.
4. The Organiser is not responsible for the lack of access to the Program for reasons beyond the Organiser's control.
5. The Organizer shall not be liable to the Program Participants for the exclusion of the possibility of accrual of the starting Commission in the currency subjected to delisting on the Exchange before the final date of delisting of this currency from the Exchange, if it proceeds in the manner described in § 6.6 of the Terms and Conditions.
6. For security reasons or any other reasons beyond the Organiser's control, the Organiser has the right to block or temporarily suspend access to the Program for the period of time necessary to remove the hazards or irregularities.
7. The Organiser undertakes to inform Participants of the Program of any planned technical interruption preventing access to the Program.
8. Subject to the limitations resulting from the mandatory provisions of law, the Organiser is not liable for damages arising in connection with the inability of the Participant of the Program to use the Program resulting from malfunctions, errors, deficiencies, disruptions, defects, delays in data transmission, caused in particular by computer viruses or failure of the computer system through which the Program operates.
9. The Organiser is not responsible for the way in which the Participant of the Program uses the marketing materials provided to him/her as referred to in § 4 of the Terms and Conditions.

## **§ 13 Governing Law**

1. The law applicable to all services provided by the Organiser to Participants of the Program through the Service shall be the law of the Republic of Estonia. The above stipulation does not deprive Participants of the Program who are consumers of the protection granted to them by the law of their habitual residence.
2. Any disputes relating to the services provided by the Organiser under the Program will be resolved by the common courts having jurisdiction over the Organiser's registered office, unless special provisions provide otherwise.

3. A Participant of the Program who is a consumer has the possibility of using an out-of-court complaint and redress procedure. Information on how to access the aforementioned mode and dispute resolution procedures can be found, inter alia, on the EU online ODE platform, available at:  
<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>.

## **§ 14 Suspension and termination of participation in the Program**

1. The Organizer is entitled to temporarily suspend the Participant of the Program in the case of a justified suspicion that the Participant of the Program has violated the law, the Terms and Conditions, the rights of the Organizer or the rights of third parties, rules of social coexistence or good morals, until it is clarified whether the violation actually occurred.
2. The Organizer may temporarily suspend the allocation of Commissions to a Participant of the Program to a Participant of the Program's Account in the event of a breakdown, in order to ensure that the correct amount of Commissions has been or will be paid to the Participant.
3. Any Participant of the Program, may resign from the Program at any time.
4. In order to resign from the Program, the Participant of the Program must send a statement of resignation to the e-mail address: [affiliate@zondacrypto.com](mailto:affiliate@zondacrypto.com).
5. The Organizer is entitled to deprive the Participant of the Program of the right to participate in the Program, at any time, without prior notice and with immediate effect, if the Participant of the Program does not show activity in the Program, i.e. has not acquired any new Referral Client for a period of at least 2 years.
6. The Organizer is entitled to deprive the Participant of the Program of the right to participate in the Program, at any time, without prior notice and with immediate effect, if the Participant of the Program violates the laws, rules of social coexistence,

the rights or good name of the Organizer, the rights of third parties or any of the provisions of the Terms and Conditions.

7. As the Organizer is an entity providing currency exchange services between virtual currencies and FIAT currencies, it is obliged to comply with the law on anti-money laundering and counter-terrorist financing, including, in particular, EU provisions arising from the legal acts indicated in § 7 of the Terms and Conditions of Services and the Estonian Law on Prevention of Money Laundering and Terrorist Financing of 26 October 2017. In view of the above, the Organizer shall be entitled to terminate the Participant of the Program, at any time, without notice and with immediate effect, if the Participant of the Program acts contrary to the legal provisions on anti-money laundering and terrorist financing or violates the Organizer's internal regulations in this respect, or if it is necessary for the Organizer to terminate the Participant of the Program, as a User or client of the Exchange, the service agreement concluded in accordance with the provisions of the Terms and Conditions of Service provision.
8. A statement that the Participant of the Program has been deprived of participation in the Program in accordance with the rules described in the Terms and Conditions will be submitted to the Participant of the Program by the Organizer in the form of an e-mail message addressed to the e-mail address of the Participant of the Program provided in the Service.
9. When the Participant of the Program resigns from the Program or the Program Participant is deprived of the right to participate in the Program, all rights and entitlements granted to the Program Participant under the Terms and Conditions will cease to apply and the Program Participant must immediately remove all Referral Links, advertising banners and other promotional materials of the Organizer from the places where they were posted by the Program Participant.
10. Upon a Participant of the Program resigning from the Program or being terminated from the Program, the Participant of the Program shall only be entitled to the unpaid Commissions prior to termination of participation in the Program, but shall not, however, be entitled to any Commissions after termination of participation in the Program.
11. If the Organizer allows the continued operation on the Exchange of Referral Clients acquired through a Participant of the Program whose participation in the Program has ceased, this does not mean the resumption of the Participant of the Program in the Program.
12. Termination of participation in the Program, does not relieve the Participant of the Program from liability for violations of the Terms and Conditions prior to termination of participation.
13. The resignation of the Participant of the Program from the Program or the termination of the Participant of the Program's right to participate in the Program with immediate effect results in the complete withdrawal of the Program Participant's



access to the Program Participant's Account and the possibility of ordering the payment of Commissions from the Program Participant's Account to the Account on the Exchange. If there are any remaining unpaid Commissions due to the Participant of the Program in the Program Participant's Account, the Program Participant must request payment of such Commissions from the Organizer by email to the following email address: [affiliate@zondacrypto.com](mailto:affiliate@zondacrypto.com) within 14 days.

## **§ 15 Mode of complaint procedure**

1. If, in the opinion of a Participant of the Program, the services provided by the Organizer under the Program have not been performed in accordance with the Terms and Conditions, he/she may submit objections in the manner specified in this paragraph.
2. All objections shall be submitted in the form of a complaint, which may be submitted:
  - a. in writing by sending to: BB Trade Estonia OÜ, Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917 ESTONIA;
  - b. in electronic form by sending to the following e-mail address: [affiliate@zondacrypto.com](mailto:affiliate@zondacrypto.com).
3. The complaint should contain:
  - a. the name (login) under which the Participant of the Program appears on the Website;
  - b. the objections and circumstances justifying the complaint;
  - c. the proposed method of resolving the complaint.
4. Complaints will be considered in the order of receipt, but no later than within 14 (fourteen) days of the date of receipt of the complaint, subject to paragraph 5 below.
5. In the event that a complaint does not contain the information necessary to consider it, the Organiser will request the Participant of the Program to supplement it to the extent necessary, and the period of 14 (fourteen) days to respond will then run from the date of delivery of the supplemented complaint. In justified cases, the Organiser may extend the deadline for consideration of the complaint by an additional 14

(fourteen) days, of which the person submitting the complaint will be informed. In the case of services provided by external entities, the time for complaint consideration may be extended by the time expected to be taken by the given entity to consider the complaint, of which the Participant of the Program will also be informed, together with the indication of the data of the entity providing the given service.

6. A person submitting a complaint will be informed about the manner of resolving the complaint in the form in which the complaint was submitted.
7. A Participant of the Program has the right to appeal against the decision made by the Organiser under the complaint in writing to the Organiser's registered office address as indicated in paragraph 2 a) above or by e-mail to the following e-mail address: [affiliate@zondacrypto.com](mailto:affiliate@zondacrypto.com). The provisions of paragraphs 3, 4 and 5 above shall apply accordingly to the appeal.

## **§16 Amendments to the Terms and Conditions**

1. The Organizer has the right to change the Terms and Conditions at any time and the change becomes effective on the date specified by the Organizer, with the proviso that the effective date of the change cannot be shorter than 7 days from the moment the changed Terms and Conditions are made available to Participants of the Program.
2. Each Participant of the Program will be informed of the change to the Terms and Conditions by an e-mail sent to the e-mail address indicated by him/her on the Site.
3. Lack of acceptance of changes to the Terms and Conditions is equivalent to termination of participation in the Program.
4. If the Participant of the Program does not accept the changes to the Terms and Conditions, in order to terminate participation in the Program, he/she should immediately notify the Organizer, in writing or by e-mail to the e-mail address: [affiliate@zondacrypto.com](mailto:affiliate@zondacrypto.com), within 7 days from the date of receiving the e-mail with information about the changes to the Terms and Conditions.
5. Failure to give the notification referred to in paragraph 4 above within the specified time limit means that the Participant of the Program accepts the changes.
6. To all matters not regulated by these Terms and Conditions, the provisions of the Terms and Conditions of Service apply.

## Appendix No. 1 - GDPR information clause

### INFORMATION CLAUSE ON THE PROCESSING OF PERSONAL DATA FOR PARTICIPANTS IN THE PARTNER PROGRAM

Pursuant to Article 13 (1) - (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (General Data Protection Regulation) (hereinafter: GDPR), we inform you that:

The controller of your personal data is BB Trade Estonia OÜ with its registered office at Harju maakond, Tallinn, Lasnamäe linnaosa, Tähesaju tee 9, 13917 Estonia, registered in the Register of Entrepreneurs under the number: 14814864, Tax ID number: EE102200164 (hereinafter: "the Controller").

The Controller can be contacted regarding the protection of personal data:

- electronically at e-mail address: [gdpr@zondacrypto.com](mailto:gdpr@zondacrypto.com);
- in writing at the Controller's registered office address.

Your personal data will be processed for the purpose of implementing the rules of the Affiliate Program of the operator of the zondacrypto Exchange, including joining and participating in such Affiliate Program under the terms of the Affiliate Program Rules.

The legal basis for the processing of your personal data is:

1. the consent voluntarily given by you as an interested party to the processing of your data (Article 6(1)(a) of the GDPR) to the extent of the request made through the form available on the website of the Operator of the zondacrypto Exchange, available after logging in to the Website in the “Affiliation” tab and accepting the provisions of the Affiliate Program Regulations and the content of this clause, which is considered as giving the required consent;
2. contractual requirements, i.e. the processing of Personal Data is necessary to provide and browse the website, register and use the Account on [www.zondacrypto.com](http://www.zondacrypto.com), including participation in the zondacrypto Affiliate Program (Article 6(1)(b) GDPR);
3. fulfilment of a legal obligation, i.e. the processing of Personal Data is necessary for the fulfilment of a legal obligation incumbent on the Controller, including but not limited to tax obligations and obligations arising from Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purpose of money laundering or terrorist financing and amending Directives 2009/138/EC and 2013/36/EU, Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015. on the prevention of the use of the financial system for the purpose of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC (Text with EEA relevance), hereinafter referred to as the “AML Directive” and the Estonian Law of October 26, 2017 on the prevention of money laundering and terrorist financing “AML Law”;
4. the Controller's legitimate interests (Article 6(1)(f) of the GDPR), consisting of, among other things, improving the quality of the Controller's services and tailoring them to the needs of Users, Customers and Program Participants, or responding to your requests, increasing the efficiency of the website and services, ensuring the security of the Controller's website, marketing the Controller's own products.

Pursuant to the GDPR, you have the right to request access to your personal data (Article 15 of the GDPR) and to receive a copy of it (Article 15(3) of the GDPR), the right to request rectification (Article 16 of the GDPR), deletion (Article 17 of the GDPR) or restriction of the processing of your personal data (Article 18 of the GDPR), as well as the right to portability of your personal data (Article 20 of the GDPR) and to object (Article 21 of the GDPR).

You also have the right, in the case of processing based on Article 6(1)(a) or Article 9(2)(a) of the GDPR, to withdraw your consent at any time without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal.

In order to exercise the above-mentioned rights, the data subject should contact the Controller using the contact details provided and inform him/her of which right and to what extent he/she wishes to exercise it.

Please be informed that the Controller does not make decisions by automated means, including profiling.

The provision of personal data for participation in the zondacrypto Affiliate Program is voluntary, although without providing such data, participation in the zondacrypto Affiliate Program will be impossible.

The data subject has the right to lodge a complaint with the competent supervisory authority, which in Estonia is the Estonian Data Protection Inspectorate, 39 Tatari St., 10134 Tallinn.