

AFFILIATE PROGRAM TERMS AND CONDITIONS - PawsitiveTrainingTarket.com

1. INTRODUCTORY PROVISION

1. These general terms and conditions (hereinafter referred to as "**GTC**") are issued by the company Valsesia, s.r.o., ID: 36 626 031, VAT ID: 2021822990, VAT ID: VAT ID: SK2021822990, registered office at Stromová 463/10, 962 33 Budča, registered in the commercial register of Okresné of the court of Banská Bystrica, Division Sro , insert number: Insert number: 9202/S (hereinafter referred to as "**PawsitiveTrainingMarket.com**") for its business partners who undertake to comply with these terms of cooperation, as long as they register on the PawsitiveTrainingTarket.com portal in the **Affiliate program** .
2. **Affiliate** is a program for selling products and services sold on PawsitiveTrainingMarket.com using an intermediary. It is a form of online advertising, in which the operators of websites, blogs, social channels, who are our **Affiliate partners** , receive a financial reward for bringing a visitor who makes a purchase of goods or services on the PawsitiveTrainingMarket.com website.
3. **An affiliate partner** is a legal or natural person who meets and accepts the conditions stated in:
 1. GTC for the **AFFILIATE program**
 2. General business conditions
 3. Terms of personal data protection

and its registration in the PawsitiveTrainingMarket.com **AFFILIATE Program** (hereinafter referred to as "**Partner**")

PawsitiveTrainingTarket.com has the exclusive right to decide on acceptance and non-acceptance into the Program, as well as termination of cooperation without compensation or any other claims on the part of the Partner or the applicant for partnership. The right of the Partner to pay the currently registered rewards is of course not affected by this.

4. Based on the confirmation of participation in the Program by PawsitiveTrainingMarket.com, PawsitiveTrainingMarket.com and the Partner enter into an agreement on business cooperation in the Program, based on which the Partner is entitled to place banners and links with advertising to the online store on the portal operated by him (hereinafter referred to as the "**Portal**"). PawsitiveTrainingTarket.com (hereinafter referred to as "**Banner**"), for which, in the case of proper activity of the Partner, on the basis of these GTC and in accordance with the relevant legal regulations, he undertakes **to pay a commission**.
5. The contracting parties declare that they are two separate entities. which are not in a relationship of subordination and superiority to each other and conclude this Agreement at their own risk, while each party assumes the risk of a change in circumstances.

2. STATEMENT OF THE PARTNER

1. The Partner declares, guarantees and undertakes to Valsesia, s.r.o. that during the entire duration of the Program:

1. is either an entrepreneur (legal entity or natural person) who has been assigned an IČO, or a non-entrepreneur who participates in the Program only as part of an occasional activity, while the total income from this activity does not exceed an amount of €1,000 in a calendar year;
 2. all statements made by the Partner to PawsitiveTrainingMarket.com in the course of negotiations for participation in the Program and during the Program itself are true, accurate and complete, and there is no fact that contradicts these statements;
 3. he is entitled to conclude a contract in the style of these General Terms and Conditions, to fulfill his obligations arising from them, and at the same time he is fully aware of the obligations arising from these General Terms and Conditions;
 4. all prerequisites for concluding a contract in the style of these GTC are met, especially but not exclusively with regard to the truthfulness and completeness of the statement and other conditions established by the relevant generally binding legal regulations.
 5. the conclusion of the contract in terms of these GTC or the implementation of the individual steps of the Partner on the basis of and in connection with it is not a violation of any obligation of the Partner resulting from the relevant legal regulations, binding contracts, agreements and declarations, nor is it in conflict with any requirement, decision or preliminary measure of the administrative authority, court, decisive award, by which the Partner would be bound, nor is it a violation of any rights of third parties;
 6. is not bankrupt or threatened with bankruptcy, nor has an insolvency petition and/or a petition for enforcement of a decision been filed against it;
 7. The content of the Partner Portal - whether it is a blog, social media, website or other form of online communication - is not contrary to good manners.
 8. The Portal contains and will contain, for the duration of the cooperation of the parties based on this Agreement and GTC, exclusively the Banner that will be used within the Program, the use of an unapproved Banner is prohibited and does not give rise to the right to the commission specified below;
 9. The partner declares that he is not in any form , i.e. as an entrepreneur or non-entrepreneur, as a person in property or personnel with PawsitiveTrainingTarket.com.
 10. The portal does not contain any information, links, material and content that, in relation to third parties, including PawsitiveTrainingTarket.com, would be anti-competitive, violate relevant generally binding legal regulations and the highest ethical standards, among other things, the content listed and/or linked there does not and cannot lead to the violation of generally binding legal regulations and/or cannot give the impression that he agrees with their violation.
1. In conclusion, the Partner declares that he has not been excluded from the program before.

3. MUTUAL RIGHTS AND OBLIGATIONS

1. The placement of the link or banner by the Partner is subject to the control of PawsitiveTrainingTarket.com.

2. The partner is obliged, if requested by e-mail, to report to PawsitiveTrainingMarket.com the URL address of each website on which he placed the Banner .
3. Banner from its Portal within 5 days of sending the email request, if requested to do so by email .
4. The Partner is not entitled to a Commission within the Program for the use of pop-up windows, advertisements and links or framing without the action of the website visitor clearly leading to clicking on the affiliate link. By clicking on the link, the partner may not in any way condition further use of the website or the provision of services. Clicking on a link must be a free decision of the site visitor.
5. PawsitiveTrainingMarket.com is authorized to use the first and last name or name of the Partner and its logo in marketing communications, in lists of partners, buyers and in presentations. The partner thus grants PawsitiveTrainingMarket.com a non-exclusive license without territorial or quantitative restrictions only for the duration of the contractual relationship.
6. The partner is not entitled to use the sending of unsolicited mail (spam) or any other illegal form of promotion that violates the principles of honest business dealings and good manners.
7. The partner is not authorized to appear on behalf of PawsitiveTrainingMarket.com when sending advertising e-mails or to give the impression that he is an authorized advertising representative of PawsitiveTrainingMarket.com
8. The partner is not authorized to abuse the commission system using tools such as backclick , clickbot and similar tools with the same effect, especially for the purpose of artificially increasing the commission of one's own or another person.
9. The partner must not violate the protection of the commission system.
10. If the Partner violates the obligations set forth in these GTC, PawsitiveTrainingMarket.com has the right and the right to immediately terminate cooperation without the right to compensation, while PawsitiveTrainingMarket.com's claim to full compensation for damages is not affected by this.
11. If a violation of the Partner's obligations arising from these GTC is detected, PawsitiveTrainingMarket.com is entitled to withdraw from the contract with immediate effect.

4. CALCULATION OF COMMISSION AND INVOICING TERMS

1. In case of fulfillment of these conditions of the Program, including the truthfulness, completeness and correctness of the Partner's statement regarding the Program and compliance with the obligations of these GTC, the Partner is **entitled to a commission** , which is calculated from all realized and uncanceled transactions made by visitors to the Portal who made the transaction on PawsitiveTrainingMarket.com after they have reached the online store PawsitiveTrainingMarket.com after actively clicking on a link or banner (hereinafter referred to as the " **Visitor** "), while the commission (hereinafter referred to as the " **Commission** ") is dependent on the price of the goods purchased by the customer and the type of the goods. The Partner can find the amount of Commission in his **Account** on PawsitiveTrainingMarket.com.

2. In the Account, which is accessible to the partner at any time during the contractual cooperation, the Partner can see all **current information about the cooperation** - the amount of the commission and its status, whether it has already been paid, whether there are any commissions awaiting approval. In the same way, the Partner can view the statistics of clicks, the status of orders mediated by him, access to download advertising banners, links, or coupons, and can also check the up-to-dateness of his data here.
3. In the event that the Commission exceeds €20, the Partner may request a non-cash payment to his bank account notified to PawsitiveTrainingMarket.com, whereby PawsitiveTrainingMarket.com. is obliged to transfer this Commission by non-cash bank transfer to the Partner's bank account within thirty (30) calendar days from the delivery of the Partner's relevant tax document (invoice) and after verifying that the conditions for payment of the Commission have been met. The tax document (invoice) must meet **the legal requirements** and contain the name, address and date of birth or identification number of the Partner, otherwise it is PawsitiveTrainingMarket.com. entitled to return the tax document (invoice) to the Partner. In such a case, the due date is established and a new one begins on the day of delivery of the corrected tax document (invoice). In the event that the Partner is a VAT payer, the negotiated Commission is increased by the statutory VAT.
4. The partner is obliged to send an invoice at least once per calendar year, with a taxable performance of 31.12. of the respective year no later than January 15 in the year following the calendar year in which the Partner became entitled to the Commission. If the Partner does not do so, the right to the Commission for the relevant year ceases.
5. The statute of limitations for claiming the Commission is one year from the day when the claim could be made for the first time.
6. If PawsitiveTrainingMarket.com has reasonable suspicion that the Partner has violated this contract or otherwise abused the terms of the commission system, is entitled to withhold the payment of the Commission until this suspicion is disproved.
7. The amount of money is considered paid at the moment it is debited from the sender's bank account to the recipient's bank account.

5. TERMINATION OF CONTRACT

1. The contract can be terminated by resignation, agreement or termination.
2. Each contracting party is entitled to withdraw from this contract without giving a reason.
3. PawsitiveTrainingMarket.com. is entitled to withdraw from the contract in particular if:
 - a. The Partner significantly violates the obligations set for the Partner in these General Terms and Conditions and relevant generally binding legal regulations;
 - b. If any statement by the Partner referred to in Article 2 of these GTC turns out to be false, incomplete or incorrect;
 - c. The partner is in bankruptcy, imminent bankruptcy or a proposal for the enforcement of the decision has been filed against him.
5. The effects of withdrawal from the contract take effect on the day of delivery of the email notification of withdrawal to the other contractual party.

6. PawsitiveTrainingMarket.com is entitled to terminate the contract even without giving a reason, with immediate effect and effect from the delivery of the notice.
6. The partner is entitled to terminate the contract even without giving a reason for termination, also with immediate effect and effect from the delivery of the notice.
7. The contracting parties have agreed that the termination of the contract does not and must not affect the provisions of the contract regarding licenses, guarantees, claims from liability for defects, for damage and claims from contractual fines, as long as they arose before the termination of the contract, nor other provisions and claims, from the nature of which it follows that they should last even after the termination of the effectiveness of the contract.

6. CONFIDENTIALITY OF INFORMATION

1. The contracting parties undertake that none of them will make available to a third party the confidential information obtained from the other party during the performance of the contract, while the contracting parties consider any information marked as such, which has a certain value for the relevant party, is or would be confidential information could be a trade secret and/or the disclosure of which would endanger or could endanger the legitimate interests of the respective contracting party, and therefore undertake to protect confidential information, which always remains the exclusive property of the selling party, to make the same efforts to preserve its confidentiality and protection as would it was their own confidential information, in accordance with the principle of best practice, relevant legal regulations. The contracting parties further undertake not to use the confidential information of the other party other than for the purpose of fulfilling the contract.
3. The contracting parties undertake to fully observe the obligation of confidentiality and the obligation to protect confidential information resulting from the contract and also from the relevant generally binding regulations. In this context, the contracting parties undertake to instruct all persons who will participate in the performance of this contract on their side in accordance with these General Terms and Conditions, about the above-mentioned obligations of confidentiality and protection of confidential information, and further undertake to ensure compliance with these obligations by all participating persons in an appropriate manner on the performance of this contract.
5. The contracting parties have agreed that the termination of the contract will not affect the provisions of this article of the General Terms and Conditions and their effectiveness will continue even after the termination of the contract.
6. Unless otherwise stated in these GTC, the Terms of Personal Data Protection, which are available [here](#) , are used in relation to the protection of personal data

7. TRADEMARKS AND REPUTATION

1. The contracting parties undertake to proceed in such a way that none of them violates the protective locks and the good reputation of the other contracting party.

8. LIABILITY FOR DAMAGES

1. Each contracting party is responsible for the damage caused within the framework of valid and effective legal regulations and the contract. The contracting parties undertake to make maximum efforts to prevent damages and to minimize possible and incurred damages.
2. None of the contracting parties is responsible for damage and is not in delay, if this occurred as a result of a delay in fulfilling the obligations of the other contracting party or as a result of circumstances excluding liability, but liability is not excluded by an obstacle if it arose only at the time when the obligee the party was in delay in fulfilling its obligation, or it arose from its economic circumstances, while the effects excluding liability are limited to the time that the obstacle with which the effects are associated lasts.
3. The contracting parties undertake to notify the other contracting party without undue delay of arising circumstances excluding liability preventing the proper performance of the contract, and at the same time undertake to make maximum efforts to avert and overcome circumstances excluding liability.

9. MUTUAL COMMUNICATION

1. The contracting parties undertake to cooperate with each other and provide each other with all the information necessary for the proper performance of their obligations, in particular, but not exclusively, they are obliged to inform the other party of all facts that are or may be important for the proper performance of the contract.
2. If the Partner has any questions or comments about the program, they can direct them to info@PawsitiveTrainingMarket.com
3. The contracting parties undertake that in the event of a change in their postal address, telephone number, or e-mail address, or any other identification data and other decisive facts related to the Program (including the payment of VAT), they will inform the contracting party of this change no later than three (3) working days.
4. The Partner undertakes to inform PawsitiveTrainingMarket.com of such fact without undue delay, but no later than within three (3) working days, in the event of bankruptcy, impending bankruptcy, filing of an insolvency petition against the Partner or a proposal for the enforcement of a decision against the Partner. If the Partner does not fulfill the stated obligation, such action is considered a material breach of the contract.

10. FINAL PROVISIONS

1. The contracting parties undertake to resolve all disputes arising from the contract and in connection with it preferably by amicable means. The contracting parties have agreed that if these disputes are not resolved within sixty (60) calendar days from the beginning of the settlement negotiations, these disputes will be decided with finality in the relevant court in the Slovak Republic.
2. The contracting parties have agreed that the Partner is not entitled to transfer monetary claims against Valsesia, s.r.o. to a third party without the prior written consent of Valsesia, s.r.o.
3. The contracting parties have agreed that Valsesia, s.r.o. is entitled to unilaterally change the GTC. The partner can withdraw from the contract and terminate cooperation in case of disagreement with changes to the General Terms and Conditions.

4. The partner undertakes not to assign or transfer any liabilities and claims arising from cooperation with Valsesia, s.r.o. without the prior written consent of Valsesia, s.r.o.
5. The rights and obligations of the contracting parties not expressly regulated by this Agreement, as well as any disputes arising from this Agreement, are governed by the relevant general binding legal regulations of the Slovak Republic.
6. These General Terms and Conditions, including their parts, are valid and effective from February 11, 2024, while they are available at the headquarters and premises of Valsesia, s.r.o. and also electronically at www.pawsitivetrainingmarket.com.

In Budča on February 11, 2024