

# Affiliate Terms and Conditions

Effective as of: September 1, 2025

## 1.) Introduction

These Affiliate Terms and Conditions (hereinafter referred to as "Terms") govern the use of the **IntrApp Affiliate** Program (hereinafter: "**IntrApp Affiliate**"), a service developed and operated by IntrAgile Kft. (hereinafter: "IntrAgile"). These Terms define the conditions of participation, rights and obligations of affiliate partners, and the rules regarding commission tracking and payouts. The Affiliate Program is exclusively intended for business-to-business (B2B) use; participation by private individuals is strictly prohibited. By registering for the Affiliate Program, creating a partner account, and using the affiliate link and/or coupon, the Affiliate Partner fully accepts these Terms. Compliance with the Terms is mandatory for both the Service Provider and the Affiliate Partner. If the Affiliate Partner does not accept the Terms, they may not use the **IntrApp Affiliate** service.

### 1.1.) Service Provider Details

**Name:** IntrAgile Ltd.

**Registered Office:** 101 Kossuth Lajos Street, Ground Floor, Door 5, 7700 Mohács, Hungary

**Mailing Address:** 101 Kossuth Lajos Street, Ground Floor, Door 5, 7700 Mohács, Hungary

**Registering Authority:** Pécs Regional Court

**Company Registration Number:** 02-09-082461

**Tax Number:** HU24172518

## 2.) Definitions

**Service Provider:** IntrAgile Kft., the owner and operator of the software known as **IntrApp**.

**Affiliate Partner:** A legally registered and VAT-eligible business entity that joins the **IntrApp Affiliate** Program (hereinafter: "Program") and is approved by the Service Provider after registration.

**Affiliate Link / Coupon:** A unique link or code used to identify referred customers.

**Sale / Subscription:** A paid order for **IntrApp** services that has been completed and paid in full.

**Commission Base:** The net subscription fee actually paid, excluding any taxes, discounts, or refunds.

**Admin Panel:** The affiliate platform interface (<https://affiliate.intrapp.io>).

### 3.) Participation in the Affiliate Program

3.1.) Participation requires registration. The Affiliate Partner must provide accurate and truthful information during registration and is responsible for keeping their account and data up to date.

3.2.) The Service Provider reserves the right to verify the data provided and may suspend or terminate any account containing false information or violating these Terms.

3.3.) A minimum requirement for continued participation is that the Affiliate Partner refers at least one paying customer per calendar quarter, with at least one completed payment.

3.4.) Failure to meet the requirement in section 3.3 will result in automatic account suspension and the forfeiture of any unpaid commission balance. The deleted balance cannot be recovered.

### 4.) Tracking and Attribution

4.1.) Referrals are tracked via the unique affiliate code assigned to each Affiliate Partner.

4.2.) Normally, the registration URL contains the affiliate code, which automatically attributes the customer to the partner. If this parameter is lost (e.g. due to browser settings), customers may enter the code manually during registration.

4.3.) Tracking is based on the mechanisms configured in the Admin Panel (e.g., cookies, last-click logic, coupon attribution).

4.4.) Cookie duration and attribution settings are defined in the Admin Panel and may be changed unilaterally by the Service Provider.

4.5.) The Service Provider is not liable for failed tracking due to external factors (e.g., user cookie blocking, browser settings, ad blockers, third-party system errors).

### 5.) Commission and Payments

5.1.) The Affiliate Partner receives commissions based on the rules published by the Service Provider. At the time of publishing these Terms, the commission rate is 10% of each referred subscriber's successful monthly payment, for up to 12 consecutive months per customer. Current commission terms are available in the Admin Panel.

5.2.) Commission is calculated based on the Commission Base. No commission is paid for refunded, cancelled, fraudulent, or unpaid subscriptions.

## 5.3.) Payment Process

5.3.1.) The minimum payout amount is €10; the maximum is the available account balance.

5.3.2.) Payouts must be requested through the Admin Panel. The system generates a unique request ID, which must be included on the invoice issued by the Affiliate Partner.

5.3.3.) The invoice must be uploaded and finalized in the system by the Affiliate Partner.

5.3.4.) Upon successful manual verification, the Service Provider will issue payment via bank transfer.

## 5.4.) Invoice Requirements

### 5.4.1.) Invoices issued from EU countries (B2B intermediary service)

- Invoice number (unique ID)
- Issue date
- Completion date (if different)
- Seller information: company name, address, EU VAT ID
- Buyer information: company name, address, Hungarian VAT ID (HU...)
- Service description: “Intermediary commission service”
- Net amount and currency
- VAT clause: “Service outside the scope of VAT” or “Reverse charge – VAT payable by the recipient (based on Hungarian VAT Act §140)”
- Final amount payable = net amount (no VAT)

### 5.4.2.) Invoices issued from non-EU countries (e.g., Serbia → Hungary)

- Invoice number
- Issue date
- Completion date (if different)
- Seller information: company name, address, country, local tax ID
- Buyer information: company name, address, Hungarian VAT ID
- Service description: “Intermediary commission service”
- Net amount + currency (USD, EUR, HUF, etc.)
- VAT clause: “Reverse charge – VAT payable by the recipient (based on Hungarian VAT Act §140)”
- Payment details: IBAN, SWIFT

5.4.3.) Payment schedule, method, and deadlines follow the rules published in the Admin Panel. The Service Provider may withhold payments in case of unresolved compliance or accounting issues.

5.4.4.) Currency conversion, bank fees, and taxes are the responsibility of the Affiliate Partner. VAT handling is subject to current tax legislation.

## 6.) Permitted and Prohibited Promotional Practices

6.1.) Permitted practices include: using approved marketing materials, content marketing, social media posts, newsletters, promoting to existing clients, recommendations at professional events.

6.2.) Prohibited practices (which may result in immediate termination and forfeiture of commissions):

- Self-referrals or circular registrations (e.g., family or staff signing up to generate commissions)
- Misleading or false advertising; implying official representation; promoting fake discounts
- Spam or unsolicited communication (emails, messages, robocalls) in violation of legal regulations
- Cookie stuffing, click injection, incentivized clicks/installs, bot traffic, lead generation farms
- Brand bidding or misleading ads using **IntrApp**, IntrAgile, or similar terms in domains, social profiles, or ad accounts without prior written permission
- Publishing coupons on restricted sites or promoting expired/unauthorized codes
- Public misrepresentation of pricing or features; attempts to bypass technical or security systems

6.3.) The Service Provider may request the removal of any promotional content or the immediate discontinuation of specific channels. Failure to comply is a breach of contract.

## 7.) Intellectual Property and Branding

7.1.) Logos, trademarks, screenshots, and creative assets are the property of the Service Provider and may only be used for Program promotion according to brand guidelines and these Terms.

7.2.) The Affiliate Partner may not register domains, subpages, app names, or social media handles that refer to the Service Provider's products or services.

## 8.) Data Protection and Confidentiality

8.1.) Both parties agree to comply with applicable data protection laws, including the GDPR and local regulations. The Service Provider's Privacy Policy is available on the Website.

8.2.) The Affiliate Partner may process only the minimal personal data strictly necessary for participation in the Program and may not share or disclose such data to third parties.

8.3.) Business and technical information must be treated as confidential. The Service Provider may request a Non-Disclosure Agreement (NDA).

## 9.) Term, Suspension, and Termination

9.1.) The agreement is effective upon approval by the Service Provider and is valid for an indefinite period.

9.2.) The Service Provider may suspend or terminate the Affiliate relationship with immediate effect in cases including (but not limited to): violation of these Terms (especially section 6), suspected unlawful behavior, fraudulent traffic, inactivity, or strategic changes to the Program.

9.3.) Either party may terminate the relationship with 15 days' notice, without justification.

9.4.) In the event of immediate termination, the Service Provider reserves the right to withhold unpaid commissions and/or declare their partial or full forfeiture, especially in the case of fraud.

9.5.) Commissions earned lawfully and without dispute prior to termination will be settled accordingly.

## 10.) Limitation of Liability

10.1.) The Program and Admin Panel are provided "as-is." The Service Provider accepts no liability for technical errors, data loss, or availability issues beyond its control.

10.2.) The Service Provider is not liable for indirect damages, loss of profit, reputational harm, or damages caused by the Affiliate Partner to third parties. Total liability is limited to the amount of commission paid to the Affiliate Partner in the 6 months preceding the claim.

## 11.) Service, Pricing, and Program Changes

11.1.) The Service Provider reserves the right to modify IntrApp services, pricing, and these Program Terms at any time, or to terminate the Program in full or in part.

11.2.) All changes will be published on the Website or Admin Panel and take effect on the date of publication unless stated otherwise. Continued use of the Program constitutes acceptance of the changes.

## 12.) Governing Law and Dispute Resolution

12.1.) These Terms are governed by Hungarian law, especially the Hungarian Civil Code.

12.2.) Parties shall first attempt to resolve disputes through negotiation. If unsuccessful, disputes shall fall under the exclusive jurisdiction of the court where the Service Provider is registered, as this is not a consumer relationship.

## 13.) Miscellaneous

13.1.) Affiliate accounts may not be transferred to third parties without prior written consent from the Service Provider.

13.2.) The Service Provider may update or revoke provided marketing materials at any time.

13.3.) If any provision of these Terms is deemed invalid, the remaining provisions remain in effect. The parties shall replace the invalid clause with one that most closely reflects its intent.

Mohács, September 1, 2025