

Regulations on Linkflora system of commission sales

ARTICLE 1 DEFINITIONS

1.1. ORGANIZER

LINKFLORA, with headquarters in Gdansk, 1 Guderskiego Street, Poland is the organizer of the program (system).

1.2. PARTNER

Anyone who is 12 years of age or older and has at least one website of his own can be a partner in the system of Linkflora commission sales.

1.3. PARTNER WEBSITE

Files posted on publicly accessible web server that can be read with the help of specific protocol. A Partner's Website must belong to him. Partner Website must have the features of complete and functional website, professionally designed and aesthetically attractive, should contain precise topics that at the same time do not violate the provisions of these Regulations or of the Polish law. The Partner shall be responsible for the contents of the Website.

1.4. CODE - links

LINKFLORA provide HTML code or Joomla module, which when inserted in the partner website causes the display of advertisement contents. It is permissible to make any modifications to the code or Joomla module.

ARTICLE 2 PURPOSE OF PARTNERSHIP PROGRAM

2.1 The aim of partnership program is to promote and advertise LINKFLORA website through hyperlinks appearing on Partners' Websites.

ARTICLE 3 LIMITATIONS OF CONTENTS ON WEBSITES AND UNAUTHORIZED OPERATIONS

LINKFLORA reserves the right to monitor the contents of websites of Partnership Program Participants as well as terminate cooperation and cancel all funds earlier collected in a Partner account in case of infringement of these Rules in the following cases:

3.1.

Placing banner on websites containing contents and materials conflicting with the Polish law:

- Pornography involving minors under the age of 15 years, associated with the use of violence or use of animals,
- Abusive, libelous, violating reputation and good name of person or persons,
- Inciting to hate, racism, xenophobia and conflicts between nations,
- Infringing copyright/intellectual property right, in particular, providing, in any way or form, files or hyperlinks to image files, music or literary

- texts and other works protected by copyright or promoting or encouraging copyright infringement,
- Sharing out, for example, of viruses, "Trojan horses", data containing "bugs" or other harmful or destructive components or hyperlinks to them;
- 3.2.
Placing, on the website, of defamatory, abusive, offensive banner or misleading for the visitors to the website,
- 3.3.
Modification of hyperlink code generated by LINKFLORA, changing its functionality or manipulation of website code (using any methods or description languages) with the aim of modifying its appearance or functionality;
- 3.4.
Use of website that is not the property of a Partner, preventing LINKFLORA employee from verifying a web page.
- 3.5.
Partner is not authorized to put out statements binding on LINKFLORA concerning price of services, their features and delivery dates.
- 3.6.
Partner is not entitled to collect payment from customers on behalf of LINKFLORA, to accept, on behalf of LINKFLORA, obligations for which the customer pays as well as to receive notifications from customers of defects and other statements concerning performance of contract between LINKFLORA and a Customer.
- 3.7.
Partner is obliged to possess and maintain an e-mail address assigned during registration in Linkflora commission sales system.
- 3.8.
LINKFLORA is entitled to charge the Participant the costs of any eventual legal proceedings, damages, fines, monitoring and technical repairs and any other costs resulting from actions of the Participant inconsistent with the Regulations and/or the Law.

ARTICLE 4 METHOD OF COMPENSATION

- 4.1. Partner will receive payment (provision) for purchases by recommended buyers.
- 4.2. A person who makes purchases on www.linkflora.pl website or www.linkflora.com directly as a result of clicking on a hyperlink found

on a Partner's website shall be considered to be a buyer recommended by the Partner on whose website the code was found.

4.3. In case of purchase by a recommended buyer, the Partner shall be paid 15%. The prerequisite for obtaining this payment is for the recommended buyer to finalize transaction. A transaction shall not be considered to be finalized if the buyer is DOES NOT pay for the products offered by LINKFLORA or files a complaint, which is upheld.

ARTICLE 5 PAYMENT OF FUNDS

5.1.

After receiving a minimum of 100 zlotys on the account, a Partner may pay accumulated funds.

5.2.

For the preceding month, for which it became due, the amount shall be paid by LINKFLORA to the Partner prior to the 20th day of each month, however, not before by receipt by LINKFLORA of appropriate order from the Partner, subject to Article 5.1 and 5.3. LINKFLORA shall make payments, directly or through a third party, to a bank account provided by the Partner.

5.3.

LINKFLORA shall make transfer of funds, for requests for payments received from the Partner, in multiple of 100 zlotys.

5.4.

A Partner may have funds that he would have accumulated in a manner provided to him through Linkflora service, while maintaining restrictions specified in Article 5.3.

ARTICLE 6 LIABILITY OF LINKFLORA

LINKFLORA Service shall not be liable for:

6.1.

Inability to complete transaction of recommended buyer.

6.2.

Inability to recognize a transaction by a user as recommended transaction, as a result of his deletion/modification of file containing cookies with information on the person recommending (Partner), received after clicking on the hyperlink or as a result of a user not using "cookies" technology.

6.3.

Technical problems related to display of hyperlink, counting the number of clicks or redirecting visitors to the Partner website.

ARTICLE 7 TERMINATION OF PARTICIPATION

7.1.

Every Partnership Program Participant has the right to resign from participation in the Partnership Program without any consequences or obligations. Upon resignation, a Partner may pay accumulated funds in accordance with Article 5

7.2.

LINKFLORA reserves the right to terminate agreement with the Partner giving reasons for such action. Upon termination, a Partner may pay accumulated funds (in accordance with article 5 of this Regulation). The condition for the payment shall be permanent removal of hyperlink from the Partner's website within three days of receipt of the decision to terminate cooperation.

ARTICLE 8 VALIDITY AND REVISION OF REGULATIONS

8.1. Access to the program signifies that you have read, comprehend and accept all provisions of these Regulations.

8.2.

LINKFLORA reserves the right to modify the contents of these Regulations, at any time, and launch a new version of system services. Each active participant of the system shall be notified of any such changes, by electronic mail, within three days of the changes. In the event of refusal by the Partner to accept new terms and conditions, the contract between him and LINKFLORA shall be terminated.

8.3.

LINKFLORA reserves the right to the end (close) the system and stop assignment of commission with 30-day notice period.

ARTICLE 9 FINAL PROVISIONS

9.1.

LINKFLORA is not obliged to repay the Partner for any expenses and costs connected with to implementation by the Partner of obligations under these Regulations.

9.2.

Without prior consent of LINKFLORA, the Partner may not dispose or cede liability towards LINKFLORA to a third party.

9.3.

All disputes and disagreements that may arise from implementation of these Regulations shall be resolved by a court of law in Gdansk. The law of Poland shall be applicable to this Contract.

9.4.

No amendment to the regulations shall bind the Parties, unless made in writing and signed by the adequately represented Parties. The Parties have agreed that no additional oral agreements concerning these Regulations shall be binding on them.

9.5.

Invalidity of any of the provision of these Regulations shall not affect remaining provisions of the Regulations, and the Regulations shall be interpreted as if such any invalid provision were removed.