

PARTNERSHIP PROGRAM REGULATION

“AM Holding Group” (“Regulation”)

§ 1. General Provisions

- This Regulation defines the terms of participation in the Partnership Program (“Program”) organized by AM HOLDING GROUP Spółka z ograniczoną odpowiedzialnością, with its registered office in Katowice, ul. Zabrska 17, 40-083 Katowice, entered into the Register of Entrepreneurs of the KRS under number 0001134961, NIP 6343046944, REGON 540013349 — hereinafter: “Service Provider”, “AM Holding Group”, “we”.
- The Program enables Partners to promote the Services of AM Holding Group and to obtain commission-based remuneration in accordance with the terms of this Regulation.
- By joining the Program, the Partner confirms that they have read this Regulation and the Privacy Policy of the Service Provider and accept their contents.
- Definitions:
 - **Partner** – a natural person with full legal capacity, a legal person, or an organizational unit without legal personality that has joined the Program.
 - **Client** – an entity that has concluded a Service Agreement with AMHG as a result of the Partner’s actions.
 - **Final Agreement** – a service agreement concluded between AMHG and the Client.
 - **Partner Panel** – an electronic dashboard used to monitor account balance, commission status, and Clients acquired by the Partner.
 - **Materials** – promotional materials, affiliate links, marketing content, and other items provided to the Partner for the promotion of Services.
 - **Commission Table** – the applicable system of partnership levels and commission rates.
- The Program does not constitute agency representation; the Partner is not an agent of AMHG and is not authorized to make declarations of will on behalf of the Service Provider.
- This Regulation constitutes a public offer within the meaning of Article 66 of the Polish Civil Code. Joining the Program by accepting the Regulation means entering into an agreement between the Partner and the Service Provider.
- The Partner undertakes to maintain the confidentiality of all information obtained in connection with cooperation with AMHG, including but not limited to: commission rates, marketing materials, technical data, commission calculation rules, and internal processes.
- Such information constitutes the trade secret of AMHG and may not be disclosed to third parties or used for purposes other than the performance of this Partnership Agreement.
- Violation of this section constitutes grounds for immediate termination of the Agreement and loss of unpaid commissions that have not yet become due.

§ 2. Conclusion of the Partnership Agreement

- To become a Partner, the applicant must inform the Service Provider of their intention to join the Program and provide the required registration data.
- The Service Provider may require data verification, signing the agreement in electronic form, or providing additional information necessary to establish cooperation.

- The Partner status is granted upon acceptance of the Regulation and confirmation of participation in the Program by the Service Provider.
- The Service Provider may refuse to accept a Partner without providing a reason, in particular in the event of ethical violations, reputational risk, or previous misuse.
- Refusal to join the Program or termination of cooperation does not give rise to any financial or compensation claims by the Partner against the Service Provider.
- Cooperation within the Program does not constitute an employment relationship, service contract, or any other form of subordinate relationship. The Partner acts as an independent entity.
- The Partner is obliged to inform AMHG of any change in their contact, billing, or business details within 7 days of such change. Failure to notify AMHG cannot serve as grounds for any claims by the Partner, particularly regarding delays in commission payments or delivery of correspondence.

§ 3. Marketing Materials and Promotion Rules

- The Service Provider provides the Partner with the Materials together with a non-exclusive, royalty-free license to use them for the purpose of promoting AMHG Services.
- The Partner may use the Materials only within the scope and in the manner compliant with this Regulation.
- The following activities are strictly prohibited:
 - modifying the Materials without the Service Provider's consent;
 - using aggressive or misleading marketing practices;
 - performing actions that violate the law, good morals, or the rights of third parties;
 - sending spam or conducting mass mailings without the recipients' consent;
 - publishing the Materials on websites containing prohibited content (e.g. vulgar, hateful, or illegal content);
 - using affiliate links in a manner that artificially generates commission.
- The Service Provider has the right to verify the Partner's use of the Materials at any time and to request their removal.
- The Partner bears full responsibility for the content accompanying the Materials.
- The license referred to in point 1 is granted solely for the duration of the Partnership Agreement and expires automatically upon its termination, without the need for additional declarations.
- After the cooperation ends, the Partner must immediately remove all Materials and cease using any AM Holding Group designations, including logos and trademarks.
- The Partner is not authorized to impersonate the Service Provider, including acting as its representative, agent, or employee.
- It is prohibited to conduct paid advertising campaigns using the AM Holding Group name, trademarks, or domains — especially in Google Ads, Meta Ads, or similar systems—without prior written consent from the Service Provider.
- In the event of a breach of this Regulation, the Service Provider has the right to revoke the license to use the Materials with immediate effect.

- The Service Provider does not guarantee the effectiveness of the Materials or the achievement of any sales results by the Partner.
- The Partner bears full liability for any third-party claims, administrative penalties, or damages resulting from improper use of the Materials.

§ 4. Partner Remuneration

- The Partner receives commission-based remuneration for each Final Agreement paid for by the Client and concluded as a result of the Partner's actions.
- The commission is calculated according to the applicable Commission Table:

Level	Monthly Threshold	Rate
Bronze	uo to 1 000 €	15%
Silver	from 1 000 €	20%
Gold	from 5 000 €	22%
Platinum	from 10 000 €	24-25%

- Commissions are paid once per month after the Client's payment has been recorded.
- The minimum payout amount is **€200**.
- The Partner may allocate their accrued commission balance toward the purchase of AMHG Services instead of receiving a monetary payout.
- The Service Provider may withhold the payout of a commission if there is a justified suspicion that:
 - a. the Client was acquired in an unlawful or dishonest manner;
 - b. the Partner has violated the Program rules;
 - c. the Client's payment has been refunded.
- Remuneration is calculated exclusively for the period during which the Partnership Agreement remains in force.
- The right to commission arises 45 days after the Client's payment is recorded, provided that within this period the Final Agreement has not been terminated and the payment has not been refunded.
- Commission is not payable on contractual penalties, interest, activation fees, one-time non-standard services, or any other incidental charges.
- The sole basis for calculating and settling commissions is the data presented in the Partner Panel, which is deemed binding for both Parties.
- Remuneration is paid via bank transfer to the account specified by the Partner. All bank transfer fees or currency conversion costs are borne by the Partner.
- The Service Provider reserves the right to amend the Commission Table, which does not constitute an amendment to the Agreement, provided that the Partner is informed in advance.
- After the Partnership Agreement is terminated, the Partner is not entitled to commission from payments made by Clients after the date of termination, even if the Client was originally acquired by the Partner.
- Conversion of commission into AMHG Services is possible only under the terms applicable at the time the conversion request is submitted and is not refundable or exchangeable for monetary value.

- The Commission Table does not constitute an integral part of the Agreement and may be amended unilaterally by AMHG.
- Amendments to the Commission Table do not constitute an amendment to the Agreement, provided that the Partner is informed in advance and the amendment does not affect commissions already accrued or due.

§ 5. Suspension and Termination of Cooperation

- The Agreement is concluded for an indefinite period.
- Each Party may terminate the Agreement with 30 days' notice.
- The Service Provider has the right to terminate the Agreement with immediate effect if the Partner:
 - a. violates the law or the Regulation;
 - b. acts to the detriment of AMHG;
 - c. uses the Materials in a manner inconsistent with the purpose of the Program;
 - d. employs marketing techniques contrary to ethics or good practices.
- After termination of cooperation, the Partner is obliged to:
 - a. remove the Materials from all their channels;
 - b. use the accumulated funds by the termination date — any unused balance shall lapse.
- The Partner is not entitled to commission for agreements concluded after termination of cooperation, even if the Client was originally acquired by the Partner.
- The Service Provider has the right to suspend the Partner's participation in the Program, in particular in cases of suspected violation of the Regulation, until the matter is fully clarified.
- During the suspension period, the Partner loses the right to accrue new commissions and to use the Materials; however, suspension does not constitute termination of the Agreement.
- Termination or cancellation of the Agreement does not give rise to any financial or compensation claims by the Partner against the Service Provider.
- In the event of termination, the Partner is obliged to immediately settle all outstanding obligations towards the Service Provider.
- The Partner has the right to terminate the Agreement with immediate effect in the event of a gross breach of the Regulation by the Service Provider.
- Termination of the Partnership Agreement has no effect on the validity of Final Agreements concluded between the Service Provider and Clients.
- AMHG stores the Partner's data for the period required by applicable laws, in particular tax and accounting regulations, but not less than 5 years after the end of cooperation. The Partner's data may also be processed for the purpose of pursuing or defending legal claims within the statutory limitation period.

§ 6. Liability of the Service Provider

- The Service Provider shall not be liable for:
 - a. damages arising from the actions or omissions of the Partner or third parties;
 - b. errors resulting from the operation of the Partner's IT or telecommunications systems;
 - c. disruptions in Internet access or technical interruptions;
 - d. actions by Clients that prevent correct commission calculation (e.g., disabled or deleted cookies).

- The liability of AMHG is limited to actual damages incurred.
- The Service Provider shall not be liable for lost profits, including expected but unrealized Partner revenue.
- The Service Provider does not guarantee uninterrupted operation of the Program or its availability at any given time.
- The exclusions and limitations of liability apply to the fullest extent permitted by law.
- The Service Provider shall not be liable for business decisions made by the Partner based on the Program or the Materials.

§ 7. Complaints

- The Partner has the right to submit complaints related to the Program to the following address:
feedback@amhg.eu.
- Complaints should include the Partner's details and a description of the issue being reported.
- The Service Provider shall review complaints within 14 days from the date of receipt.
- Complaints must be submitted no later than 14 days from the date of the event that constitutes the basis for the complaint.
- The response to the complaint shall be delivered electronically to the Partner's email address.

§ 8. Amendments to the Regulation

- The Service Provider may amend the Regulation for important legal, technical, or organizational reasons.
- The Partner shall be notified of any amendments at least 15 days before the new version takes effect.
- Lack of acceptance of the amendments shall be deemed termination of the Agreement.
- Amendments to the Regulation may result in particular from changes in applicable law, the scope of the Program, the business model, or technological developments.
- Lack of acceptance of the amendments does not give rise to any claims by the Partner against the Service Provider.

§ 9. Final Provisions

- In matters not regulated by this Regulation, the provisions of Polish law shall apply.
- Any disputes arising from the Program shall be resolved by the court having jurisdiction over the registered office of AMHG.
- The Regulation enters into force on the date of its publication on the Service Provider's website.
- If any provision of the Regulation is found to be invalid or unenforceable, this shall not affect the validity of the remaining provisions.
- All communication between the Parties shall take place electronically, unless the Regulation provides otherwise.
- The Partner is not entitled to transfer any rights or obligations arising from the Regulation to third parties without the consent of the Service Provider.