

## bunq Affiliate Program Terms

These Terms set out the terms and conditions for your participation in bunq Affiliate Program. This is a binding legal agreement between you (“**the Affiliate**”) and bunq B.V., with corporate seat in Amsterdam and address at Naritaweg 131, 1043 BS Amsterdam (“**bunq**”).

### 1. Your Obligations

- 1.1. As a bunq Affiliate you will generate leads by directing traffic from your website or platform to the bunq app in mobile app stores, our website [www.bunq.com](http://www.bunq.com) and its subdomains, and refer potential users to bunq.
- 1.2. In order to accurately keep track of all leads and traffic from your website or platform to bunq, you will need to use tracking links provided by bunq on the affiliate platform for all bunq-related outings. You can request more tracking links in addition to the links that come with the offer(s) by sending an email to [affiliates@bunq.com](mailto:affiliates@bunq.com).
- 1.3. The maintenance and the updating of your website or platform will be your responsibility. bunq may monitor your activities and website or platform to make sure it's up-to-date and notify you of any changes that could enhance your performance. You will allow and cooperate with bunq to review your activities as part of the Affiliate Program.
- 1.4. You will only use creatives and designs provided or approved by bunq. You will not use any other materials or content without prior approval of bunq.
- 1.5. You will act in line with all applicable laws as well as all codes of conduct, practices and procedures relevant to the financial industry.
- 1.6. You will not use bunq tracking links provided by bunq for any purpose other than allowed in these Terms or any applicable laws.
- 1.7. You will not participate in the affiliate program simultaneously with any other commercial agreement with bunq.
- 1.8. These Terms do not constitute employment or partnership between You and bunq.

### 2. Compensation

- 2.1. As a bunq Affiliate, bunq will compensate you in accordance with the Payout Details for generating leads by directing traffic from your website or platform to the bunq app in mobile app stores, our website [www.bunq.com](http://www.bunq.com) and its subdomains and referring users that meet the criteria in Clause 2.2.
- 2.2. bunq will compensate you for each referred user if the following conditions are met:
  - (i) The referred user has downloaded the bunq app from a direct referral from your website or platform, successfully signed up and is approved;
  - (ii) The referred user is not already a bunq customer and has not already been referred by another Affiliate;
  - (iii) You have not breached any of the requirements or your obligations under these Terms and Conditions or applicable laws.

### 3. Confidentiality

- 3.1. You will treat any confidential information received from bunq relating to bunq's business and software with full confidentiality, both during and after the termination of this Agreement.

3.2. Such information may not be disclosed, in full or in part, to any other person, firm or organization without prior written authorization from bunq. You may use such information only when performing your obligations under this Agreement.

3.3. Upon termination of this Agreement you will remove all such information from non-bunq systems and destroy any copies thereof within 48 hours after termination.

#### **4. Intellectual Property**

4.1. bunq retains its ownership in all its intellectual property rights, registered or unregistered, or any other protection of a similar nature.

4.2. For the term of this Agreement bunq grants you a non-exclusive, royalty free license to use its trademarks in the execution of this Agreement, as long as they are used in accordance with bunq's branding guidelines and instructions. This license can be revoked by bunq at any time and shall automatically end in case this Agreement is terminated for whatever reason.

#### **5. Protection of Reputation**

You will take no action which is intended, or would reasonably be expected, to disparage or harm bunq or its reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity for bunq.

#### **6. Penalty**

In case of breach of confidentiality, misuse of bunq's intellectual property or action which is intended or would reasonably be expected to harm bunq or its reputation or lead to unwanted or unfavourable publicity for bunq, you will immediately, upon written notification of bunq containing evidence of the breach, become liable for a penalty of EUR 10.000 for each breach without bunq having to prove any losses or damages, and without prejudice to the right of bunq to claim damages if there are grounds for doing so.

#### **7. Duration and Termination**

7.1. These Terms shall take effect on the date that it is entered into and it shall remain valid until further notice with a mutual notice period of one (1) month.

7.2. bunq is entitled to terminate this Agreement with immediate effect if you breach or are not able to meet the conditions or any of your obligations as described in this Agreement.

7.3. If any provision of these Terms proves to be invalid or voidable, the other provisions shall remain fully effective.

#### **8. Amendment**

bunq may vary or amend the terms of these Terms at any time by giving you notice. If you don't agree to such amendment or variation, you may exit this Agreement with a notice period of one (1) month.

#### **9. Applicable Law**

9.1. This Agreement is exclusively subject to Dutch Law.

9.2. The courts of Amsterdam shall have exclusive jurisdiction in case of any dispute.

## Payout Details

### 1. Standard CPA Commission Structure (applies unless separate agreement has been reached)

bunq Premium & Joint	<ul style="list-style-type: none"><li>- €5 - First Card Ordered - a new Premium user is approved and orders the first bunq card.</li><li>- €10 - First Card Activation Completed (unique event) - a new Premium user orders and activates the first card.</li></ul>
bunq Business	<ul style="list-style-type: none"><li>- €10 - First Card Ordered - a new Business user is approved and orders the first bunq card.</li><li>- €15 - First Card Activation Completed (unique event) - a new Business user orders and activates the first card.</li></ul>
bunq Travel Card	<ul style="list-style-type: none"><li>- €10 - First Card Ordered - a new Travel Card user is approved and orders the first Travel Card.</li></ul>
bunq Green Card	<ul style="list-style-type: none"><li>- €25 - First Card Ordered - a new Green Card user is approved and orders the first Green Card.</li></ul>

## Extra Perks

If you are not and have never been a bunq user, you will also be eligible to receive a free bunq Travel Card in your name.

### 2. Payment Terms

- Payouts will be made monthly with a 10-day locking period and a payment term of 14 days.
- If you are in the EU/EEA, payouts will be made only in EUR currency to an EU/EEA IBAN number. If you are outside the EU/EEA, payments will be made in your local currency. The IBAN number/bank account must be under the same personal or business legal name associated with your affiliate account.
- You are responsible for keeping your billing information (bank account details and VAT number if applicable) updated on the bunq Affiliate Platform.
- All default payout pricing in the offers are in EUR and include VAT. Currency exchange would occur for payouts in non-EUR currencies.

## Privacy

In order to enter into and maintain business relationship with the Affiliate, bunq collects and processes personal data of individual contact persons (name, email address and phone number).

Personal data will be retained for the period necessary in relation to the purpose for which it was collected or processed unless a longer retention period is required or permitted by law.



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[www.bunq.com](http://www.bunq.com)

You have the right to access your data, and to request data correction or deletion if the data is inaccurate, incomplete or irrelevant to the purposes for which we process it.

We keep personal data safe and never sell or rent it to third parties without permission. We may share it with trusted third party processors, which may be located outside Europe, to properly manage our relations with the Affiliate through the bunq Affiliate Platform. We make sure that third parties will handle your personal data with the same care as we do.

If you have any questions about the processing of personal data, you can contact our DPO at [privacy@bunq.com](mailto:privacy@bunq.com).