

SumUp Affiliate Terms and Conditions

Last updated: 01.08.2022

To become a SumUp Affiliate, you must agree to the following Terms and Conditions (the “**Terms**”), which shall constitute an agreement (the “**Agreement**”) between you (the “**Affiliate**” or “**you**”, “**your**”), on the one hand, and

SumUp Payments Limited, incorporated under the laws of the United Kingdom, having registered address at 16-20 Shorts Gardens, London, England, WC2H 9US, UK for Affiliates based in the United Kingdom and Switzerland; or

SumUp Limited, incorporated under the laws of the Republic of Ireland, having registered address at Block 8, Harcourt Centre, Charlotte Way, Dublin 2, Ireland, D02 K580 for Affiliates based in the European Union and Norway; or

SumUp Inc., incorporated under the laws of the United States, having registered address at 2000 Central Ave Ste 100, Boulder, CO 80301, USA, for Affiliates based in the United States and HongKong,

on the other hand, hereinafter jointly referred to as “**SumUp**”, “**we**”, “**us**”, “**our**”.

By clicking on the “Signup” button on our Affiliate Program Page you agree to be bound by these Terms and undertake to comply with all clauses of these Terms.

1. Enrollment in the Affiliate Program and Affiliate Account

In order to become an Affiliate through our program (the “**Affiliate Program**”), you (acting as an individual, or as a sole trader or a legal

entity) first need to complete the application form through our [Affiliate Program Page](#) (the “**Application**”). This Agreement is concluded between you , on the one hand, and SumUp, on the other hand, when the Application is approved by SumUp.

You must not use a fake alias with the aim of masking your true identity, and we expect you to fill in the Application with true and accurate information. When you act on behalf of a legal entity, you represent and warrant that you have full and complete authority to bind that party on whose behalf you are signing the Application and accepting the Terms.

After we review your Application, we will notify you of your acceptance or rejection to the Affiliate Program, generally within a few days. We may accept or reject your Application at our sole discretion for any reason. We will examine your website through the link you provide us (check “1.1 Affiliate Websites” for additional information), as well as other relevant information (such as the country you intend to operate, the channels you are planning to use etc.). However, in case you feel that our decision is unjust, you are free to contact us at any time at the following email address affiliate@sumup.com, and we will be happy to review your Application a second time.

Upon your acceptance into the Affiliate Program, your information will be used for creation of a user account through which you may monitor your performance in the Affiliate Program (“**Affiliate Account**”). You shall protect the username and password issued by us and you will take full responsibility for your own, and any third party's use of your password and Affiliate Account. You are and remain solely responsible for all activities (including misuse) that take place through your password or Affiliate Account. If fraud or misuse via your Affiliate Account is suspected, we may close down your Affiliate Account, without payment of any penalty. If your Affiliate Account has been closed, you are no longer entitled to participate in the Affiliate Program.

SumUp may request additional information from you at any time to verify your Affiliate Account. If you refuse such a request or if we find that you use a fake alias or you mask your true identity otherwise, your Affiliate Account may be suspended or terminated.

1.1. Affiliate Websites

“**Affiliate Websites**” shall mean the websites through which an Affiliate will conduct referral activities in performance of this Agreement. Each Affiliate provides information in the Application about the Affiliate Websites that intend to exploit.

Affiliate Websites will be evaluated by SumUp based on the [SumUp Partner Guidelines](#) e.g. SumUp operating territories may be one of the criteria. SumUp reserves the right to decline any Application based on the assessment of the submitted Affiliate Websites.

SumUp reserves the right to remove an Affiliate from the Affiliate Program at any time by means of a prior written notice with an immediate effect if SumUp determines, in its sole discretion, that an Affiliate’s Website is unsuitable for the Affiliate Program. Unsuitable websites include, for example, but are not limited to:

- a. Websites that promote coupons or deals.
- b. Websites that contain nudity or pornographic material, promote violence, promote discrimination, promote the use of bulk e-mail or spam, promote illegal activities.
- c. Websites that violate intellectual property rights.
- d. Websites that resemble our Website, including its subdomains, or that are promoted as such.
- e. Websites that use our Trademarked Terms as part of their website URL on subdomain or domain levels (e.g.: [www.sumup.yoursite.com](#))

- f. Websites that contain any virus, malware, trojan horses or any other tool used with the intention to intercept, expropriate or exploit any system data or individuals' information.
- g. Any websites which might be non-compliant with the applicable law.
- h. Websites with limited organic search traffic, where organic shall be considered the traffic generated by those visitors that land on your Affiliate Website from unpaid sources ("**Organic Traffic**").

SumUp may permanently or occasionally review the Affiliate Websites being part of the Affiliate Program, including any activity, traffic, nature of the traffic, Conversions or other Affiliate Websites' performance indicators, in order to determine their continuing fit in view of the above.

However, SumUp will in no way be obliged to execute such review or monitoring, nor can it be held responsible in front of any third parties or authorities for any acts or omissions of the Affiliates or for any content of the Affiliates Websites being part of the Affiliate Program.

2. Link

By logging into your Affiliate Account, you will be able to access the links where the Affiliate Program operates (the "**Links**"). The Links allow SumUp to identify you as an Affiliate participating in our Affiliate Program, and will create a connection between the Affiliates' media properties and card reader sales on the SumUp website.

Thanks to the Links we will be able to track the Conversions on the SumUp website (for the respective country) that have been generated through your online advertising activities. We highly recommend making sure that the Link between your Affiliate Website and our website is properly formatted. In the event that it isn't, an error would be created in tracking your performance. SumUp will not be held

responsible for such or any errors leading to errors of tracking your performance, which are the result of improper formatting or any other incorrect input of data, executed by you.

The list of countries included in the Affiliate Program (the “List of Countries”), as well as the Link for each country, are available upon sign up in your Affiliate Account. You are allowed to promote our products in a country or several countries of your choice, provided that these are countries in which we are currently operating, the countries are included in the aforementioned List of Countries, and that you use the specific Link for each country.

SumUp may amend the List of Countries from time to time at its own discretion. Some overseas areas might be excluded from the List of Countries. SumUp will notify the Affiliates for any amendments in the List of Countries. In case a Country is excluded from the List of Countries in which some Affiliates are promoting SumUp products, these Affiliates shall cease any promoting activities in that country within 7 days from the day of notice.

Affiliates are not allowed to use their link for purchasing their own card reader. Such purchases will be considered as breach of this Agreement and will also be invalid for the purposes of tracking performance.

3. Prohibited Paid Advertisement

Unless otherwise provided for in these Terms, Affiliates are prohibited from any paid advertisements, promotions, or campaigns, promoting SumUp that can be placed in any search engine, social media, website, application, or anywhere else a customer may see ads on the web (“**Paid Advertisement**”). For the purposes of these Terms, “**Non-Organic Traffic**” shall mean traffic generated by Paid Advertisements.

The Affiliates are allowed to direct Non-Organic Traffic solely to their Affiliates Websites or to their social media pages but not to any SumUp's domain. At least 2 weeks prior to the launch of a Paid Advertisement or other source of Non-Organic Traffic, the Affiliate shall notify SumUp in writing about it, including the type of the Paid Advertisement, the targeted audience, the creative assets to be used, as well as the duration of the campaign.

3.1. Social Media Advertising

You are permitted to run advertising campaigns promoting SumUp and our products on Social Media (Facebook, Instagram, Twitter, etc.), provided that you follow our SumUp Partner Guidelines and you observe Section 3 above, as well as the following requirements: :

- a. You are allowed to promote SumUp and our products on your own Facebook, Twitter, Instagram, or other social media page without any paid ads using your Affiliate Link for organic reach.
- b. Creating a social media account that includes SumUp and its trademarked material in the page's name is not allowed.
- c. It is not allowed to put your Affiliate Link in any of our pages with the aim of converting traffic through your own Link.
- d. You will hold SumUp harmless from any damages that might result from your improper use of the respective social media, and/or in violation of the SumUp Partner Guidelines for advertising, marketing campaigns, promotional activities, etc., always ensuring that the only person, wholly and solely responsible for such campaigns, posts and promotional activities will be you.

Any violation of these Terms or our SumUp Partner Guidelines provides SumUp with the right to terminate your participation in the Affiliate Program under Section 16.3.

3.2. Pay-per-Click (PPC) Advertising

- a. Affiliates are strictly prohibited to compete with SumUp by engaging in any of the following activities when it comes to PPC Advertising (Google Ads, Bing Ads, Yahoo!, social media, Amazon etc.).
- b. Affiliates are not allowed to bid on SumUp Branded Keywords (e.g: SumUp) or any variation of it, including misspellings (e.g.: Sum Up or sumupp), singular-plural or any other variation that is intended to compete with SumUp PPC Campaigns. Affiliates further need to insert the SumUp brand name and any relevant variation in the list of “negative keywords” as specified in the SumUp Partner Guidelines.
- c. Affiliates are not allowed to bid on SumUp’s brand name (SumUp) followed or preceded by any other keywords (e.g.: SumUp Deals or Terminal SumUp).
- d. Affiliates are not allowed to engage in bidding activities in such a way that the ads would rank higher than SumUp’s, or in any of the positions specified in this Section 3.2, items “a)”, “b)”, “c)” or “d)”.
- e. Affiliates are not allowed to use Affiliate Links for PPC campaigns (e.g. Google Ads, Bing, etc.). PPC traffic is only allowed to be sent to the Affiliate Website and by no means to SumUp domains directly.

SumUp has a very strict policy regarding PPC advertising. If the Affiliate engages in any of the activities prohibited above, SumUp shall without prior notice withhold all commissions generated by the Affiliate in the then current month. Furthermore, any violation of these Terms may result in the immediate termination of the Agreement under Section 16.3.

4. Commission

Commission will be paid by SumUp as an one-off payment, at an amount and rate individually agreed with each Affiliate, on registered valid and desirable Conversions on a per card reader order basis or individually agreed upon registrations for other SumUp products. Affiliates will be paid based on monthly referral activities (number Conversions), and according to the individually agreed commission scale. The amount of the commission per event (Conversion) may vary according to the offer, product and market you are promoting. The final number of Conversions for which commission is payable shall be approved by SumUp. In case of any discrepancies between the number of Conversions registered in the Affiliate Account and the number of Conversions registered in SumUp's system, the latter shall be relevant for the calculation of the due commission. For the avoidance of doubt, the commissions specified above is the only remuneration due under this Agreement and no commission shall be payable as share revenue on the basis of transaction fees charged for the use of the SumUp products.

Lead: A "Lead" means any contact entered into our internal CRM system that might be interested in opening a new account or switching from their current processor to SumUp. The Lead coming from an Affiliate source gets connected to the respective Affiliate. There is no commission granted solely for the creation of a Lead.

Valid Registration: A "Valid Registration" means any valid registration, where the Lead completes applicable web registration with valid details. This includes their bank account details so they can receive payments. The Lead is solely responsible for entering valid details in the web registration form. Any invalid or erroneous data provided by the Lead may result in invalidity of registration. A commission might be granted to an Affiliate for the successful registration by a Lead to some

SumUp products following individual agreements between SumUp and the Affiliate.

Order: An “Order” means any successfully paid order of any of SumUp’s card reader hardware products as specified in the campaign the Affiliate is assigned to by SumUp. Sales which are made through refer-a-friend or SumUp’s Consultant program are not eligible for commission under the present Agreement. There is also no commission paid on card reader accessories (like the cradle or bumpers).

Conversion: A “Conversion” occurs upon a Valid Registration and successfully paid Order, so that the Lead is converted into a referred merchant (SumUp’s client) and the referral is deemed completed. A Conversion shall not be in place if the Valid Registration is a result of a Duplicate Lead as defined in Section 7 of these Terms.

The currency of the SumUp Affiliate Program is Euro (€). All payments to be made by SumUp under this Agreement shall be in Euros. In the event that an Affiliate requests to be paid in a different currency bank account, it shall cover all exchange costs, bank fees, and any other expenses arising in connection with the currency conversion. This will not affect the amount of the commission and any other payments due by SumUp under this Agreement.

SumUp reserves the right to disregard and consider as invalid any events registered (Leads, Valid Registrations, Orders or Conversions) which are fraudulent, invalid (under the criteria above) or restricted and does not owe commission to the Affiliate for Conversions preceded by such fraudulent, invalid or restricted events.

4.1. Method of Payment. Terms of Invoicing

SumUp, at its sole discretion, shall make payments to an Affiliate by any method. In order to receive payment, the Affiliate must provide us with correct payment details..

By the 15th day of each month SumUp shall review and either approve or reject the Conversions completed within the preceding month. Reasons for rejected Conversions can include, but are not limited to:

- a. Duplicate Leads, cookie stuffing, absence of cookie consent (Section 6), click redirects, click-fraud, practices aimed at hiding the Affiliate's original traffic source, suspicious conversion rates, suspicious IP addresses, poor web presence (or lack thereof) and overall fraudulent activities;
- b. referrers that do not show the exact domain/s provided by the Affiliate and approved by Sumup;
- c. customers returning a product for a refund, invalid Affiliate Account information at sign-up, Affiliate Account deactivation, Conversions that violate these Terms, or if credit card charges are reversed due to a dispute or credit card fraud.

Once the Minimum Payout Amount as specified below is reached, the Affiliate shall issue and send an invoice to the following email address: affiliate@sumup.com. The Affiliate should include all the relevant invoicing information. Remember that our company title is "SumUp Payments Limited" (when registering on behalf of a UK or Swiss entity or as a UK or Swiss resident), "SumUp Inc" (when registering on behalf of a US or HongKong entity or as a US or HongKong resident) or "SumUp Limited" (when registering on behalf of an entity or as a resident from an EU country or from Norway).

SumUp shall pay each invoice within 28 days from its receipt.

4.2. Minimum Payout Amount

Commissions will be paid only when the total due amount reaches a minimum of EUR 250 ("**Minimum Payout Amount**"). Affiliate

Accounts with a balance of less than the Minimum Payout Amount will roll over to the next month and will continue to roll over monthly until the Minimum Payout Amount is reached.

If you wish to terminate your participation in the Affiliate Program as well as the Agreement with us, we will pay you the sum accrued up to the termination date, irrespective of whether the Minimum Payout Amount has been reached. SumUp shall not have any obligation to make any payment to you if the Agreement is terminated by SumUp under Section 16.3 of the Terms.

4.3. Invoicing and VAT

We will pay, net of VAT, the commission due for your successful referrals (Conversions) that represent the services provided from you to us. In order for you to issue an invoice to us for the referral service (Conversions), you agree that we may issue the invoice to ourselves on your behalf ("self billing"). For this purpose, you agree that you will provide us with any information we reasonably request from you, including but not limited to your tax status, tax numbers, residence and place of business. You must immediately inform us of any change in the information you provided us.

5. Revision of Commission Rates

SumUp reserves the right to change any commission rate structure at any time. We will pay, net of VAT, the commission due at any time. SumUp may provide such notice via the email address associated with an Affiliate's Account information.

6. Cookie Validity Term

SumUp tracks Conversions by the use of a combination of tracking technologies including but not limited to cookies and server-side tracking. Any Lead referred to SumUp through an Affiliate Link has the possibility to accept the tracking of relevant cookies on the cookie banner pop-up. If the Lead rejects the tracking or does not agree to the tracking, SumUp is unable to identify where this Lead is coming from. Such a Lead cannot be identified as a registered valid Conversion. Affiliate Conversions are tracked for thirty (30) days, if tracking technologies are accepted, which means that if a user initially clicks on the Affiliates ad or page, doesn't convert within the running session, but is then returning to our website within 30 days and places a valid order, that Conversion will still be attributed to your Affiliate account. Exceptions to that are merchants visiting another Affiliate or converting directly via one of SumUp's other online marketing channels or the RAF (refer a friend) link within those 30 days (please see Section 7. Duplicate Leads).

7. Duplicate Leads

Once a Lead is entered into our CRM system, the Lead belongs to the referring Affiliate for one (1) month ("**Lead Validity Term**"). "**Duplicate Lead**" shall mean a Lead registered in our CRM system by another Affiliate or via another competing marketing channel within the Lead Validity Term.

If, during the Lead Validity Term, a Duplicate Lead is registered via a competing marketing channel, including but not limited to any of SumUp's marketing channels, no commission will be paid by SumUp to any Affiliate for that Lead, irrespective of whether it will cause Valid Registration and Conversion.

If a Duplicate Lead is referred by a second Affiliate during the Lead Validity Term, the commission will be paid to the first Affiliate if the Conversion occurs prior to the Duplicate Lead. The commission will be paid to the second Affiliate if the Conversion occurs following the registration of the Duplicate Lead..

SumUp reserves the right to disapprove the Conversions that are recorded in your Affiliate Account as a result of Duplicate Leads. Therefore, it might happen that the commission amount visible on your Affiliate Account differs from the payout that we are delivering to you. However, you're very welcome to send us an email at affiliate@sumup.com in case you need explanations or proof of Duplicate Leads.

8. Sale of Referrals' Information

Affiliates' use of their referrals' contact information for any other purposes other than referring their business to SumUp is prohibited, including selling a referred Lead's contact information, or any information related to a Registration or an Order. This would lead to the immediate termination of our collaboration with the Affiliate, and to the loss of all currently due commissions.

9. SPAM

SumUp does not permit SPAM of any kind. This includes, but is not limited to:

- a. Sending unsolicited emails.
- b. Posting to any inappropriate newsgroups that do not allow business content.
- c. Using the "SumUp" name or any other credentials or proprietary information (including, but not limited to, logo, trademarks and any intellectual property of whatever kind – referred to in the present Agreement as "SumUp IP") in any unsolicited communications.

The Affiliate shall be solely responsible to meet any applicable requirements on spam and unsolicited messaging prevention following the SumUp Partner Guidelines.

10. Limited License

SumUp grants Affiliate a limited, non-exclusive, non-transferable license, during the term of the Affiliate's participation in SumUp's Affiliate Program, to use SumUp's IP (intellectual property) for the sole purpose of marketing, advertising and promoting SumUp in accordance with this Agreement and SumUp Partner Guidelines. The Affiliate may not alter or modify any link or banner or other IP objects provided by SumUp in any way without SumUp's prior written permission.

SumUp reserves all of its rights in SumUp IP. The license herein granted to Affiliate shall automatically and immediately cease upon the termination of the Affiliate's participation in the SumUp Affiliate Program. Any continued use of SumUP IP beyond the relationship will be a breach of our IP rights and we will seek recourse against you.

Except for the rights expressly granted herein, this Agreement does not transfer any intellectual property or technology of SumUp to Affiliate; and all rights, title and interest in such intellectual property and technology, whether developed, licensed or owned by SumUp shall remain with SumUp. Affiliate agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets of SumUp.

11. Content on Affiliate Website

All Affiliate Websites shall display the SumUp graphic images prominently throughout the Affiliate's Website in locations within the territories, attributable to the respective Links that the Affiliate determines as most suitable. The Affiliate shall not unilaterally alter, modify, shorten or expand the Links in any way; however, a Link may be modified and/or expanded with SumUp's prior written consent. Each Link connecting users of Affiliate's Website to SumUp's website will in no way alter the look, feel, or functionality of SumUp's website. SumUp may, in its sole discretion, monitor Affiliate's Website at any time and from time to time to determine if Affiliate is in compliance with the terms of this Agreement. SumUp shall not be responsible for monitoring of compliance of Affiliate's Websites with the applicable legislation and may in no way be held responsible for any content or features of Affiliate's Websites.

12. Disclaimer

SumUp is not responsible for lost referrals and referrals for which commission shall not be due, including, but not limited to such referrals, resulting from:

- a. Improper or erroneous tracking implementation by Affiliate, including but not limited to the use of iframes, misspelled Affiliate URL, multiple URL redirection, etc;
- b. Referred visitor has browser set to not accept cookies or referred visitor reject cookies otherwise; and
- c. Referred visitors contact us after the cookie has expired.

13. Relationship of the Parties

Parties shall be deemed as independent contractors with respect to the subject matter of this Agreement, and nothing contained in this Agreement shall be deemed or construed in any manner as creating

any partnership, joint venture, employment, agency, fiduciary, or other similar relationship. The Affiliate will be responsible for all owed taxes on the commission paid by SumUp. Affiliates are referred to as an Affiliate in this Agreement only to identify their rights and obligations hereunder and such Affiliates are not and shall not be an Affiliate of SumUp for any other purpose. Neither party has the authority to bind the other.

14. Limitation on Liability

SumUp shall not be liable to an Affiliate or to any other third party for any consequential, indirect, special, incidental, reliance, or exemplary damages arising out of or relating to this Agreement or the SumUp services, whether foreseeable or unforeseeable, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including, but not limited to, damages for loss of data, goodwill, profits or interruption in use or availability of data), even if such party has been advised of the possibility of such damages. Further, SumUp's aggregate liability to any Affiliate arising with respect to this Agreement and under the Affiliate Program will not exceed the total commissions validly earned by the Affiliate under this Agreement in the preceding 12 months.

15. Indemnification

The Affiliate shall indemnify and hold SumUp harmless from any and all losses, claims, damages, liabilities and expenses, including attorney's fees and costs arising out of (i) the manner that the Affiliate finds Leads, Registrations or Orders and (ii) Affiliate's failure to comply with applicable law.

16. Term and Termination

- 16.1. This Agreement shall become effective as of the date and year upon which SumUp approves the Application of the respective Affiliate and will continue until it is terminated either by SumUp or the respective Affiliate as provided hereunder.
- 16.2. SumUp may terminate this Agreement by providing the Affiliate with a 30-day prior written notice:
 - a. If the Affiliate fails to refer any Leads to SumUp for a period of ninety (90) days or more;
 - b. If Affiliate fails to generate commission at least at the Minimum Payout Amount during any continuous twelve (12) month period;
 - c. If, at their sole discretion, SumUp chooses to end the Agreement with the Affiliate based on a business decision.
- 16.3. The termination of the Agreement by means of a written notice provided by SumUp to an Affiliate would have an immediate effect as of the written notice in the following cases:
 - a. The Affiliate engages in forbidden promotional activities, or infringes any of the prohibitions, as described in Section 1, Section 2 , Section 3, or Section 4.
 - b. SumUp identifies fraudulent activity or suspects such fraudulent activity involving Affiliates Websites or social media pages, Affiliate Link or in any other way involving an Affiliate; or finds duplicate accounts (multiple accounts belonging to the same Affiliate) or low-quality of registrations (by SumUp's own metrics and interpretation).
 - c. The Affiliate does not provide information or provides non-exhaustive or unsatisfactory information upon Sumup's request to present details about particular promotions of SumUp's products and services.) The Affiliate is not active for 12 consecutive months. Which means the Affiliate does not provide

any Conversion in any consecutive 12 months since their last registered Conversion.

- d. If, in SumUp's sole discretion, Affiliate is deemed to be in violation of any provision of these Terms without any preliminary notice;
- e. Upon the insolvency or dissolution of Affiliate without any preliminary notice; or
- f. Upon the change in control of the Affiliate, via the acquisition of the Affiliate by another entity without any preliminary notice. The Affiliate shall be obliged to notify SumUp of such change as soon as possible, but in any case no later than 7 days upon the occurrence of the acquisition.

16.4. SumUp may block Affiliate Links and suspend an Affiliate Account, without being liable for any claim for damages therefor, for a period necessary for SumUp to examine and verify the existence of any of the termination grounds under Section 16.3 or for the period while these grounds are in place.

16.5. The Affiliate shall have the right to unilaterally terminate the Agreement by providing SumUp with an 30-day prior written notice.

16.6. If this Agreement is terminated by SumUp pursuant to Section 16.3, SumUp shall have no further obligations for payment of any commission to Affiliate under this Agreement. In any case SumUp will not be obliged to pay any commission or to make other payments following the termination date of the Agreement.

16.7. Any termination notice under this Agreement may be provided by either party to the other party via email in accordance with Section 23.

17. Compliance With Applicable Law

The Affiliate shall fully comply with all laws, statutes and federal and/or state regulations applicable in the performance of any activities under this Agreement and shall bear sole and exclusive responsibility for such compliance.

18. Assignment

The Affiliate shall not have the right to assign this Agreement without the prior written consent of SumUp. SumUp has the right to assign any right, duty, obligation, or interest in this Agreement whatsoever to any party without the written consent of any Affiliate.

Nothing in this Agreement is intended to confer any rights or remedies on any entity that is not a party to this Agreement.

19. Modification and Amendment

Except as otherwise provided herein, SumUp may modify any of the Terms and Conditions in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, but are not limited to, changes in the scope of available commission fees, payment procedures, contracting party and Affiliate Program rules. If any modification is unacceptable to an Affiliate, the Affiliate's only recourse is to terminate this Agreement. An Affiliate's continued participation in the Affiliate Program following our posting of a change notice, or a new agreement, or any amendment as

described above, on our site, will constitute binding acceptance of the change. The Affiliate may not amend or waive any provision of this Agreement unless such amendment or waiver is in writing and signed by SumUp.

20. Confidentiality and Data Protection

“**Confidential Information**” under the present Agreement means all confidential information disclosed by SumUp (including, but not limited to, SumUp customer, prospect or lead information) to the Affiliate, (i) whether orally or in writing, and (ii), whether or not designated as confidential, whenever a reasonable person would assume such information as being “Confidential”.

Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Affiliate or (ii) was known to the Affiliate prior to its disclosure by us without breach of any obligation owed to SumUp.

The Affiliate shall: (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information to any third party, and (iv) limit access to Confidential Information to its employees, contractors and agents, whose functions require the disclosing of such information to them.

The Affiliate may disclose Confidential Information to any competent parties if required to do so under any applicable law, after providing notice to SumUp on such disclosure, to the extent and within the terms allowed by the applicable law.

The relationship between the Parties with respect to the personal data processing and/or sharing are regulated in the [Agreement for Personal](#)

[Data Processing](#), representing an integral part of these Terms and Conditions.

21. Force Majeure

Neither Party will be responsible for failure or delay of performance if caused by any event outside the reasonable control of the obligated party: for example, but not limited to, an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; etc. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

22. Independent Acceptance

Affiliates acknowledge that they have read this Agreement and agree to all of its Terms and Conditions. The Affiliate understands that SumUp may at any time (directly or indirectly) solicit customer referrals from other parties on terms that may differ from those contained in this Agreement. Affiliate has independently evaluated the desirability of participating in the Affiliate Program and is not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

23. Electronic Communications

The Affiliate agrees that all agreements, notices, disclosures and other communications that SumUp provides to Affiliate electronically satisfy any legal requirement that such communications be in writing.

Any notices to SumUp under the present Agreement should be sent to:
affiliate@sumup.com

Any notice or communication shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Section 23, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

Where legislation requires us to provide information to you on a durable medium, we will either send you an email or send you a notification pointing you to information on our website in a way that enables you to retain the information in print format. You are required to keep copies of all communications we send or make available to you.

24. Severability

If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

25. Governing Law and Jurisdiction

This Agreement shall be governed and interpreted in accordance with the laws of the country of incorporation of the signing SumUp entity to this Agreement, without regard to the conflicts of laws and principles thereof. The Affiliate consents to the exclusive jurisdiction of the state and/or federal courts located in the said SumUp entity's country, regarding any dispute involving this Agreement.