CitizenCard Partner Programme Terms and Conditions

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These Terms and Conditions ("Terms") govern participation in the CitizenCard Partner Programme ("Programme"). In these Terms, "Partner" means any individual or organisation registered for and participating in the Programme.

By registering for or using the Programme at <u>online.citizencard.com/partners</u> (the "Partner Portal"), you agree to be bound by these Terms, together with our <u>Privacy Policy</u>.

CitizenCard Limited ("CitizenCard", "we", "our", "us") is a company registered in England and Wales (Company No. 3669949). Our registered office is at 7 Prescott Place, London SW4 6BS.

1. Eligibility & Registration

- 1.1 To participate in the Programme, you must be:
 - a UK-based organisation or sole trader; and
 - at least 18 years of age.
- 1.2 Registration is completed online via the Partner Portal, after which a "Partner Account" is created. The Partner Account is the central record of the Partner's participation in the Programme and contains the details of the Partner, its designated users, and all associated referral, commission and payment data. Each Partner Account must designate at least one Partner Administrator, who may invite additional users.
- 1.3 CitizenCard reviews and approves each application at its discretion. Accounts may be declined or suspended if incomplete, inaccurate, or misleading details are provided.

2. Participation in the Programme

2.1 Referral Codes and Attribution

Partners are provided with unique referral codes/links. These must be used to generate eligible referrals. Attribution is based on the last referral link used before purchase.

2.2 Eligible Sales

- Commission is payable only on approved sales of CitizenCards or Yoti CitizenCards via www.citizencard.com.
- Referrals from outside the UK are excluded.
- Sales of Post Office PASS Cards are excluded.
- Free applications for customers aged 13-15 are excluded.

2.3 Restrictions

Partners may not:

- Promote CitizenCard via incentivised traffic (e.g., rewards, giveaways, or compensation).
- Generate referrals or sales from unidentified, unverifiable, or non-transparent sources. CitizenCard may request details of how traffic and sales were generated; failure to provide satisfactory information within 7 days may result in declined commissions or suspension.
- Purchase or register domains or social accounts containing the brand name "CitizenCard" or misspellings (e.g., citizenscard or citizencards).
- Use the brand name "CitizenCard" or misspelt variations in subdomains (e.g., citizencard.example.com or citizenscard.example.com).
- Bid on the "CitizenCard" brand name or misspelt variations (e.g., "Citizen Card", Citizencard, Citizenscard, citizencards) in Pay Per Click (PPC) online marketing campaigns.
- Run Pay Per Click (PPC) online advertising campaigns that direct users straight to CitizenCard websites without first landing on the Partner's own website or landing page, unless expressly agreed in writing by CitizenCard.
- Use incorrectly spelt "CitizenCard" brand name in website content, pages or URLs they create.
- Promote CitizenCard on websites or in advertising that is unlawful, deceptive, misleading, or harmful to CitizenCard's reputation.
- Broker campaigns to third parties or sub-partners without prior written approval from CitizenCard (see point 2.4, "Sub-partners").
- Use unauthorised referral codes in any promotion. Partners may only promote codes that are provided through the Partner Portal.
- Engage in misleading, unlawful, or deceptive advertising practices.
- Send email campaigns promoting CitizenCard without prior written approval from CitizenCard (see section 6, "Email Campaigns").

2.4 Sub-partners

"Sub-partner" means any third party engaged by the Partner to promote CitizenCard, including (without limitation) affiliate publishers, networks, agencies, influencers/creators, email senders or any individual or entity acting on the Partner's behalf.

Partners must obtain CitizenCard's prior written approval before engaging any sub-partner. Any change to sub-partnering arrangements (including adding, removing or replacing a sub-partner) also requires prior written approval. Where approval is granted:

- The Partner remains fully responsible for the conduct, compliance and UK GDPR obligations of its sub-partners.
- Sub-partners must comply with these Terms and the Partner Programme guidelines as if they were the Partner.
- Sub-partners are not permitted to further broker campaigns. Only one level of brokering is allowed.
- CitizenCard reserves the right to withdraw approval or suspend the Partner Account if sub-partner activity breaches these Terms or damages CitizenCard's reputation.

2.5 Brand Use

Partners may only use CitizenCard's brand name, logo and assets as provided in approved materials and must comply with brand guidelines published in the Partner Portal. All marketing creatives (including email, web, social media and print) must follow these guidelines. CitizenCard reserves the right to suspend the Partner Account or withhold commissions if creatives are non-compliant.

2.6 Suspension

Breaches of these Terms may result in immediate suspension or termination of the Partner Account and forfeiture of unpaid commissions.

3. Commission & Payment

3.1 Commission Rates

- Standard base rate: 15% (unless otherwise negotiated with CitizenCard; the base rate may be set at 20% or 25%).
- 20% if the Partner reaches 10 approved referrals in a calendar month.
- 25% if the Partner reaches 30 approved referrals in a calendar month.

3.2 Tier Application

Commission tiers apply retrospectively to all approved sales in the same calendar month once the threshold is met. For example, if a Partner reaches 30 referrals in a month, all sales in that month qualify at 25%.

3.3. Monthly Reset of Commission Rates

Commission rates revert to the Partner's negotiated base (normally 15%, but can be 20% or 25% if agreed) on the 1st of each month.

3.4 Refunds, Clawbacks & Tier Adjustments

Refunds are issued in line with CitizenCard's refund policy, as set out in the <u>Applicant's</u> Terms and Conditions.

Refunds may relate to applications from the current or previous months, and in all cases reduce the Partner's net referral count used to calculate commission tiers. If refunds cause the Partner's net sales in a month to fall below a tier threshold, commission is recalculated accordingly (e.g., if 30 referrals are reached but 2 are refunded in the same month, the net is 28 and the commission rate reverts to 20%). Refunds from previous months do not change historical tier calculations, but any commission already paid on those refunded sales will be clawed back and deducted from subsequent statements.

3.5 Payment

- Payments are made monthly to the bank account provided in the Partner Portal. Partners can update their bank account details within the portal.
- All commission figures displayed within the CPP Partner Portal are exclusive of VAT.

- VAT will be added to the monthly billing statement and payments made to partners will be inclusive of VAT. Partners not VAT registered will be paid gross. Partners are responsible for ensuring their VAT registration details in the Partner Portal are accurate and up to date.
- CitizenCard will not make payments to third parties.

4. Intellectual Property

All use of CitizenCard's brand name, logos, and creative materials must comply with the brand guidelines referenced in section 2.5 (Brand Use). Partners may only use assets supplied or approved by CitizenCard for the purposes of the Programme.

- 4.1 All CitizenCard logos, brand names, trademarks, and materials (including the content of all websites owned by CitizenCard) remain the exclusive property of CitizenCard.
- 4.2 Partners are granted a non-exclusive, revocable licence to use approved assets solely for participation in the Programme, subject to withdrawal at CitizenCard's discretion at any time.

5. Data Protection & Compliance

- 5.1 Both CitizenCard and the Partner must comply with the UK General Data Protection Regulation and Data Protection Act 2018. CitizenCard is registered as a Data Controller (Reg.No. Z7733342).
- 5.2 General Marketing & Communications

Partners must:

- Use only marketing lists where valid consent has been obtained ("opt-in" data); contacts must be active or no older than 6 months old.
- Ensure clear, functional, and immediate unsubscribe functionality in all marketing communications, with requests honoured within 2 working days.
- Not present themselves as CitizenCard when contacting individuals or sending communications (e.g., via email, SMS, phone, or social media).
- 5.3 Any personal data breach affecting Programme data must be reported to CitizenCard without undue delay and, where feasible, within 72 hours of discovery.
- 5.4 Full details of CitizenCard's processing of personal data are set out in our Privacy Policy.

6. Email Campaigns

In addition to the General Marketing & Communications obligations in Section 5, Partners must comply with the following rules if promoting CitizenCard via email marketing campaigns.

6.1 Partners wishing to promote CitizenCard through email marketing must notify CitizenCard in advance and obtain prior written approval.

6.2 CitizenCard reserves the right to review and approve the content of all email campaigns (including newsletters, solus sends, or other bulk communications) before they are sent. CitizenCard may, at its discretion, waive the requirement for ongoing pre-approval for certain Partners, provided that their campaigns remain compliant with these Terms and applicable laws.

6.3 All email campaigns must:

- Clearly identify the Partner as the sender and must not present CitizenCard as the sender.
- If required, be submitted to CitizenCard for review and approval (including subject lines, "From" lines, landing pages and creatives) at least 3 working days before the planned send date.
- Comply with the general marketing requirements in Section 5.2 (including use of optin data and functional unsubscribe mechanisms).
- 6.4 Partners remain responsible for ensuring that any email service providers, networks, or sub-partners used for distribution comply fully with these Terms and applicable data protection laws.
- 6.5 CitizenCard reserves the right to withhold commissions or suspend Partner Accounts if email campaigns are sent without prior approval (where required), breach these requirements, or risk reputational harm to CitizenCard.

7. Termination

- 7.1 Either party may terminate participation in the Programme by providing 14 days' written notice.
- 7.2 CitizenCard may suspend or terminate immediately without liability if:
 - these Terms are breached;
 - fraudulent, unlawful, or abusive practices are detected; or
 - the Partner's activities pose reputational or legal risk to CitizenCard.

8. Liability

- 8.1 CitizenCard's liability to the Partner is limited to the commission properly earned and payable at the time of claim.
- 8.2 CitizenCard will not be liable for:
 - indirect, incidental, or consequential losses;
 - loss of business, profit, or reputation.

9. General

9.1 These Terms are governed by the laws of England and Wales.

- 9.2 CitizenCard reserves the right to amend these Terms at any time. Partners who do not accept the amendments may terminate their participation in the Programme with 14 days' notice.
- 9.3 For enquiries about the Programme, contact partner@citizencard.com.