

V2.1a Updated 9 June 2021

1. These terms constitute an agreement (“Terms of Service”) defining the rules of participation in the affiliate program (“Program”) organized by The 2Hr Aquarist Pte. Ltd. (“2HR”) under which an entity recommending 2HR’s products to customers (“Partner”) will receive a commission if users purchase 2HR’s products (“Customers”).

#### REGISTRATION

2. To become a Partner in the Program, it is necessary to (a) accept these Terms of Services and (b) have an active and verified PayPal account to receive commission payouts (c) to be in a location where 2HR is able to ship products to Customers.
3. 2HR reserves the right, in its sole discretion, to accept or reject any application for membership in the Program for any reason.
4. 2HR may request documentation in order to approve the account. These requests may be made during the Program application process or at any time while Partner has an active account in the Program. If requests for documentation are not responded to in a timely manner, 2HR reserves the right to terminate, deactivate, or not approve the account.

#### PARTICIPATION IN THE PROGRAM

5. Partner receives the non-exclusive right to promote 2HR using referral links provided by 2HR for this purpose.

#### COMMISSION

6. Partner will receive a commission amounting to a percentage of the Net Amount of each Applicable Purchase by a Customer (“Commission”).
7. The Net Amount is the amount paid by the customer to 2HR for each Applicable Purchase after deducting all discounts, shipping and taxes.
8. An Applicable Purchase is a bona fide purchase by a Customer for his / her own consumption, containing the genuine affiliate identification data. Importantly, it excludes purchases where the affiliate identification is artificial or has been tempered with.
9. 2HR reserves the right to determine if a purchase meets the criteria of an Applicable Purchase.
10. The Commission associated with the purchase will be void should 2HR provide a refund of the purchase to the Customer (whether in part or in full) within 100 days of purchase.
11. The method in which the Commission is calculated, including the percentage of commission earnable by Partner for each Applicable Purchase is subject to change any time. However, 2HR shall endeavour to provide reasonable notice before any adjustment is made.
12. Partner is responsible for any and all tax liabilities, including, without limitation, income tax liabilities, that arise from or in any way relate to any Commissions paid out to by 2HR.

#### PAYMENT OF COMMISSION

13. Commissions are paid out to Partner every month. The minimum value of the Commission eligible for payout is 50 USD. If the Partner’s total Commissions are less than 50 USD, payment may be held until the total Commissions equal or exceed 50 USD.
14. The payment shall be made through PayPal. Partner is responsible for paying all applicable fees associated with accepting payments, including but not limited to, currency conversion fees, transaction fees, withdrawal fees, deposit fees, and check cashing fees.
15. In the event of an excess payout, 2HR reserves the right to adjust or offset the same against any subsequent commission payable to Partner.

16. For each received payout of Commission, Partner may be requested to issue an invoice.
17. In order for 2HR to fulfil its statutory tax obligation, Partner may be asked to send additional data which may be required by 2HR pursuant to applicable tax regulation. 2HR reserves the right to suspend payment of Commission or terminate the cooperation if Partner will not provide appropriate invoices or data required for tax purposes.

#### PARTNER RESPONSIBILITIES AND RESTRICTIONS

18. Partner undertakes to promote and advertise 2HR services in a manner consistent with 2HR's guidelines and directives regarding the The 2Hr Aquarist brand, value proposition and style of communication.
19. Partner shall comply with all applicable laws and regulations, including without limitation- laws governing the protection of personally identifiable information and other laws applicable to the protection of customer data, including (if applicable) the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data.
20. Partner shall develop and conduct promotional activities at its own expense and responsibility. 2HR is not obligated to reimburse or credit Partner for any marketing expenses.
21. Partner will not:
  - a) use methods forbidden by law and abusive methods of referring customers to 2HR store;
  - b) register any trademarks and domain names which are identical or similar to the 2HR's including trademarks owned by 2HR' and Partner shall at all times comply with reasonable guidelines for the use of such trademarks as may be issued from time to time;
  - c) purchase or register search engine keywords, AdWords, search terms or other identifying terms which are identical or similar to the 2HR's name.

#### AMENDMENTS

22. 2HR may amend these Terms of Service from time to time by posting an amended version at its website. In particular 2HR may change the amount or model of calculation of the Commission. All changes are effective immediately when posted. Partner's continued participation in the Program following the posting of revised Terms of Service constitutes the Partner's acceptance to the changes which are binding.

#### DURATION

23. 2HR reserves the right to terminate the Program at any time. In the case of termination, all outstanding Commission assigned to a given Partner will be paid out.

#### TERMINATION BY 2HR

24. 2HR reserves the right to terminate Partner's participation in the Program without cause. In the case of termination, all outstanding Commission assigned to a given Partner will be paid out.
25. The Partner may be removed from the Program in the event of justified suspicions or circumstances: (i) providing false or outdated data in the registration or update process; (ii) misleading other entities in order to cause them a loss or to gain their benefit; (iii) actions to the detriment of the 2HR; (iv) violations of the provisions of generally applicable law in connection with the Program. In case of removal from the Program due to the Partner's fault, 2HR reserves the right to suspend the calculation of Commission or its payout.

#### TERMINATION BY PARTNER

26. Partner may terminate participation in the Program at any time. Partner may discontinue its participation in the Program by removing affiliate links from its website and no longer promoting them.
27. For accounting purposes, 2HR's systems will retain Partner's account and personal information.

28. By terminating participation in the Program, Partner waives its right to be paid any unpaid Commissions below the minimum threshold and Partner assigns all of Partners rights and ownership of any Commissions which 2HR holds to its account.

#### LIMITATION OF LIABILITY

29. 2HR's liability towards Partner, arising out of or related to these Terms of Service, will not exceed the amount of incomes received by 2HR from Customers referred to by such a Partner in a period of 12 months preceding the date on which Partner presents a claim to 2HR.
30. In no event will 2HR be liable to Partner for any consequential, indirect, special or incidental damages arising out of or related to these Terms of Service.

#### INDEMNIFICATION

31. Partner agrees to indemnify, defend, and hold harmless 2HR, from and against all claims, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Service by Partner or arising from or related to Partner use or misuse of the Program.

#### GOVERNING LAW

32. These Terms of Service are governed by the laws of Singapore.

#### CONTACT INFORMATION

33. Questions about these Terms of Service should be sent to [info@advancedplantedtank.com](mailto:info@advancedplantedtank.com)