Byklo Affiliate Terms of Service

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Welcome to the Byklo Affiliate Program! These Affiliate Terms of Service and our Privacy Policy (collectively referred to as the "Affiliate Agreement"), govern your participation in the Byklo affiliate program available through www.byklo.rent and related affiliate resources (hereinafter the "Affiliate Program").

The Affiliate Program is owned and operated by Byklo Co., Ltd., a company incorporated under the laws of the Kingdom of Thailand (Company Registration Number: 0105567167244). Any reference in this Affiliate Agreement to "Byklo," "Company," "we," "us," or "our" refers to Byklo Co., Ltd.

PLEASE READ THIS AFFILIATE AGREEMENT BEFORE PROCEEDING TO PARTICIPATE IN THE AFFILIATE PROGRAM. YOUR PARTICIPATION IN THE AFFILIATE PROGRAM IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THIS AFFILIATE AGREEMENT. BY PARTICIPATING IN THE AFFILIATE PROGRAM, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THIS AFFILIATE AGREEMENT.

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1. Definitions and Interpretations

The following words, wherever used in this Affiliate Agreement, shall have the meaning as defined hereunder:

- "Affiliate," "you," "your," or "user" refers to an individual or legal entity who has been accepted into the Byklo Affiliate Program and promotes Byklo's services to potential Bike Providers and Renters in exchange for commissions as outlined in this Affiliate Agreement.
- "Affiliate Commission" refers to the monetary compensation paid by the Company to the Affiliate based on successful referrals that result in qualifying actions as defined in Section 6 of this Affiliate Agreement.
- "Affiliate Link" refers to the unique tracking URL provided by the Company to the Affiliate for the purpose of tracking referrals and attributing commissions. Each Affiliate Link contains a unique identifier that allows the Company to track conversions generated by the specific Affiliate.
- "Affiliate Materials" refers to the marketing materials, creative assets, banners, text links, and other promotional content provided by the Company to Affiliates for use in their promotional activities.
- **"Bike Provider"** refers to an individual business owner or entity that registers for a Business App account to list their motorbikes for rental through the Byklo platform.
- **"Business App"** refers to the Byklo business application available through www.byklo.rent used by Bike Providers to manage their rental operations.
- "Commission Period" refers to the timeframe during which a referral remains eligible for commission attribution, as specified in Section 7 of this Affiliate Agreement.
- **"Conversion"** means a qualifying action taken by a referred user that results in commission payment to the Affiliate, including but not limited to successful Bike Provider registrations, completed Provisional Reservations, or other qualifying events as defined by the Company.
- **"Login Credentials"** means the affiliate account username and password that enable the Affiliate to sign in to their affiliate dashboard and access program features and functionality.

"Provisional Reservation" means a tentative reservation wherein a Bike Provider agrees to hold a bike for a Renter, pending the parties' entering into a final bike rental contract with each other in person.

"Qualified Referral" refers to a new user (either Bike Provider or Renter) who signs up for Byklo services through the Affiliate's unique tracking link and meets all eligibility criteria for commission attribution as outlined in this Affiliate Agreement.

"Renter" refers to a user who is seeking to provisionally reserve a bike through the Byklo App.

"Service Fee" means the fee the Company charges Renters for Provisional Reservations made through the Byklo platform.

The use of the masculine, feminine, neuter gender, and the singular or plural number shall not be given the effect of any exclusions or limitations herein. All pronouns shall be deemed masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require.

Any words or expressions used in this Affiliate Agreement not defined above shall have the respective meanings given to them in these Affiliate Terms of Service.

If this Affiliate Agreement has been translated into other languages, the English version shall prevail.

2. Eligibility

- 2.1. You must be at least twenty (20) years of age and possess the legal capacity to enter into a binding agreement with the Company to participate in the Byklo Affiliate Program.
- 2.2. If you apply for affiliate participation on behalf of a legal entity: a) You must meet the criteria in Section 2.1 above, and b) You must have the authority to act on behalf of the legal entity, including the authority to bind the legal entity to this Affiliate Agreement, c) The legal entity you represent must be duly organised.
- 2.3. By proceeding to participate in the Affiliate Program, you represent and warrant to the Company that you will promote Byklo's services in a manner consistent with all applicable laws and regulations and in compliance with this Affiliate Agreement.
- 2.4. The Company reserves the right to reject any affiliate application at its sole discretion, including applications from individuals or entities operating in prohibited industries or jurisdictions.

3. About the Affiliate Program

- 3.1. The Byklo Affiliate Program enables qualified individuals and entities to earn commissions by referring new Bike Providers and Renters to the Byklo platform. The Company provides Affiliates with unique tracking links and marketing materials to facilitate these referrals.
- 3.2. As an Affiliate, you expressly acknowledge and agree that the Company operates a motorbike rental marketplace connecting Bike Providers with Renters. Your role as an Affiliate is solely to refer potential users to the Byklo platform through approved promotional methods.
- 3.3. The Company reserves the right to modify the Affiliate Program structure, commission rates, tracking methods, and available marketing materials at any time with reasonable notice to Affiliates.
- 3.4. UNLESS EXPRESSLY SPECIFIED OTHERWISE, THE COMPANY'S RESPONSIBILITY IS LIMITED TO PROVIDING AFFILIATE PROGRAM FUNCTIONALITY AND COMMISSION PAYMENTS IN ACCORDANCE WITH THE PROVISIONS OUTLINED IN THIS AFFILIATE AGREEMENT.

4. Account Registration and Security

4.1. Registration Process

You will be required to provide all mandatory personal and business information to apply for participation in the Affiliate Program. You agree to only provide us with true, complete, and current information when requested.

4.2. Account Approval

All Affiliate Program applications are reviewed and approved by us at our sole discretion. You may only maintain one affiliate account unless expressly authorized by the Company to operate multiple accounts.

4.3. Privacy

All personal data relating to you (your "personal data") is processed by us in accordance with our Privacy Policy. Please review our Privacy Policy prior to submitting any personal data to the Company, and do not apply for the Affiliate Program if you do not agree with our Privacy Policy.

4.4. Updating Account Information

You can update or modify your personal and payment information by logging into your affiliate dashboard. In the event of any change in your personal data, you accept full responsibility to update your personal data by accessing your account.

4.5. Security

You are responsible for maintaining the confidentiality of your account Login Credentials to prevent unauthorised access to your affiliate account.

You are strictly prohibited from sharing your Login Credentials with any unauthorised person or from allowing another person to use your affiliate account.

In the event of any security breach or suspicious activity, you must immediately notify us at hello@byklo.rent. You hereby release the Company and its officers from any liability, claim, or action arising out of or associated with any unauthorised access to your account or other similar security breaches. You understand that your decision to participate in the Affiliate Program is entirely at your own risk.

4.6. Ancillary Usage Costs

Participation in the Affiliate Program requires access to the Internet, and we will not be responsible for any data connectivity charges incurred by you during any use of affiliate resources. All such charges are solely your responsibility.

5. Affiliate Obligations and Activities

5.1. Permitted Promotional Activities

As an Affiliate, you may promote Byklo services through the following approved methods:

- Website content and blog posts
- Social media promotion (Facebook, Instagram, Twitter, LinkedIn, etc.)
- Email marketing to your existing subscriber base
- Paid advertising (subject to approval and compliance with Section 5.3)
- Content marketing and SEO activities
- Influencer partnerships and collaborations

5.2. Use of Affiliate Links

You must use only the Affiliate Links provided by the Company through your affiliate dashboard. You are prohibited from:

- Modifying, redirecting, or masking Affiliate Links
- Using Affiliate Links in spam or unsolicited communications
- Creating artificial or fraudulent clicks on Affiliate Links
- Encouraging others to click on your Affiliate Links without genuine interest in Byklo services

5.3. Paid Advertising Guidelines

If engaging in paid advertising to promote Byklo services, you must:

- Comply with all platform advertising policies and guidelines
- Not bid on Byklo trademarked terms or variations thereof without express written permission
- Clearly disclose your affiliate relationship in accordance with applicable advertising laws
- Ensure all advertising content is truthful and not misleading
- Obtain Company approval for advertising creative materials that prominently feature Byklo branding

5.4. Content Standards

All promotional content you create must:

- Be accurate, truthful, and not misleading
- Comply with applicable consumer protection laws
- Include appropriate affiliate disclosures as required by law
- Maintain a professional tone consistent with Byklo's brand values
- Not make exaggerated claims about potential earnings or benefits

6. Commission Structure and Payments

6.1. Commission Rates

Affiliate Commissions are calculated based on the following structure:

- Bike Provider Referrals: 300 THB per successfully registered and approved Bike Provider Shop that completes at least one Provisional Reservation within 60 days of registration.
- **Renter Referrals**: 50% of the Service Fee collected by Byklo for each completed Provisional Reservation made by referred Renters.

Note: Commission rates are fixed as outlined above and may only be modified through formal amendments to this Affiliate Agreement.

6.2. Commission Qualification

To qualify for commission payments, referred users must:

- Be new to the Byklo platform with no prior account or usage history
- Complete the full registration process through your Affiliate Link
- Meet minimum activity requirements as specified in your affiliate dashboard
- Remain active on the platform for the duration of the Commission Period

6.3. Payment Schedule

Commission payments are made weekly, subject to the following conditions:

- Payments are made within 14 days following the end of each calendar week
- All commissions are subject to a 60-day holding period to account for potential refunds or cancellations

6.4. Payment Methods

Commission payments are made via:

- Bank transfer to Thai bank accounts
- Other payment methods as approved by the Company

6.5. Tax Responsibilities

You are solely responsible for all taxes, duties, and other governmental charges related to your affiliate commissions. The Company will provide necessary documentation for tax reporting purposes but does not provide tax advice.

7. Referral Tracking and Attribution

7.1. Tracking Technology

The Company uses proprietary tracking technology to monitor referrals and attribute commissions. You acknowledge that this tracking system is the sole method for commission calculation and attribution.

7.2. Commission Period

Referrals are eligible for commission attribution for a period of sixty (60) days from the initial QR code scan on your Affiliate Link.

7.3. Attribution Rules

- Last-click attribution model applies for commission calculation
- Self-referrals and referrals from family members are prohibited and will result in commission forfeiture
- Duplicate or fraudulent referrals will not be eligible for commission payments

7.4. Reporting and Analytics

You will have access to real-time tracking data through your affiliate dashboard.

8. Marketing Materials and Brand Guidelines

8.1. Approved Materials

The Company provides approved marketing materials through your affiliate dashboard.

8.2. Brand Guidelines Compliance

When creating original promotional content, you must:

- Use Byklo logos and trademarks only as provided and in accordance with brand guidelines
- Maintain consistent brand messaging and visual identity
- Not alter, modify, or create derivative works of Company-provided materials
- Ensure all content aligns with Byklo's professional image and values

8.3. Content Approval

Original marketing materials that prominently feature Byklo branding or make specific claims about the service must be submitted for Company approval before use. The Company reserves the right to request modifications or prohibit use of any promotional content.

9. Your Content and Promotional Activities

9.1. Affiliate Content

All content you create for promotional purposes (hereinafter "Affiliate Content") remains your intellectual property, subject to the license grant outlined below. Affiliate Content does not include any content, material, resources, software code, or intellectual property owned by the Company.

9.2. License Grant to the Company

By creating and publishing Affiliate Content that promotes Byklo services, you grant the Company a worldwide, non-exclusive, royalty-free license to use, reproduce, and distribute your Affiliate Content for the purpose of monitoring program compliance and showcasing successful affiliate partnerships.

9.3. Content Representations

You represent and warrant that all Affiliate Content:

Is original or properly licensed for your use

- Does not infringe upon any third party's intellectual property rights
- Complies with all applicable laws and regulations
- Includes required affiliate relationship disclosures

10. Intellectual Property

10.1. Company Content

All Byklo trademarks, logos, marketing materials, and other intellectual property remain the exclusive property of the Company. Your participation in the Affiliate Program grants you a limited, non-exclusive, revocable license to use approved Company materials solely for the purpose of promoting Byklo services in accordance with this Affiliate Agreement.

10.2. Trademark Usage

You may use Byklo trademarks only as expressly permitted in the provided brand guidelines. Any unauthorised use of Byklo trademarks may result in immediate termination of your affiliate account and potential legal action.

10.3. Respect for Third-Party Rights

You agree not to infringe upon the intellectual property rights of any third parties in your promotional activities and will immediately cease any promotional activities that are subject to intellectual property claims.

11. Your Rights and Obligations

11.1. Right to Promotional Freedom

You have the right to promote Byklo services using approved methods and materials, subject to the restrictions and guidelines outlined in this Affiliate Agreement.

11.2. Right to Commission Payments

You have the right to receive commission payments for all qualifying referrals in accordance with the commission structure and payment terms outlined in this Affiliate Agreement.

11.3. Right to Program Support

You have the right to receive reasonable support from the Company regarding program participation, tracking issues, and commission payments through designated support channels.

11.4. Obligation to Maintain Professional Standards

You are obligated to maintain high professional standards in all promotional activities and to represent Byklo services accurately and positively.

11.5. Obligation to Comply with Laws

You are obligated to familiarise yourself with and comply with all applicable laws and regulations related to affiliate marketing, including disclosure requirements, consumer protection laws, and advertising standards.

11.6. Obligation to Monitor Performance

You are responsible for monitoring your affiliate performance and promptly reporting any tracking discrepancies or technical issues to the Company.

12. Independent Contractor Relationship

12.1. Nature of Relationship

You acknowledge that your participation in the Affiliate Program establishes an independent contractor relationship with the Company. You are not an employee, agent, partner, or joint venture partner of the Company.

12.2. No Authority

You have no authority to bind the Company to any agreements, make representations on behalf of the Company, or create any obligations for the Company beyond those expressly outlined in this Affiliate Agreement.

12.3. Business Operation

You operate your affiliate marketing activities as an independent business and are solely responsible for all aspects of your promotional efforts, including compliance with applicable laws and tax obligations.

13. No Earnings Guarantees

The Company does not guarantee any specific level of commission earnings, referral success rates, or business outcomes from participation in the Affiliate Program. Your success as an Affiliate depends on various factors including your promotional efforts, market conditions, and the quality of your referrals.

14. Compliance and Legal Requirements

14.1. Disclosure Requirements

You must clearly and conspicuously disclose your affiliate relationship with Byklo in accordance with applicable laws, including but not limited to FTC guidelines, local consumer protection laws, and platform-specific requirements.

14.2. Data Protection Compliance

You must comply with all applicable data protection laws when collecting, processing, or transferring personal data in connection with your promotional activities.

14.3. Advertising Standards

All promotional content must comply with local advertising standards and consumer protection laws in the jurisdictions where you operate.

15. Your Representations and Warranties

15.1. Authority and Capacity

You represent and warrant that you have the legal authority and capacity to enter into this Affiliate Agreement and to perform all obligations outlined herein.

15.2. Compliance with Agreement

You represent and warrant that your promotional activities will comply with all terms and conditions of this Affiliate Agreement and will not violate any applicable laws or third-party rights.

15.3. Accuracy of Information

You represent and warrant that all information provided to the Company during registration and throughout your participation in the Affiliate Program is accurate, complete, and current.

15.4. Non-Conflicting Obligations

You represent and warrant that your participation in the Affiliate Program does not conflict with any other contractual obligations or commitments you may have.

16. Disputes

16.1. Disputes between Affiliates and Referred Users

The Company is not responsible for mediating disputes between Affiliates and users they refer to the Byklo platform. Such disputes must be resolved directly between the relevant parties.

16.2. Disputes between Affiliates and the Company

If you have a dispute with the Company arising from or relating to this Affiliate Agreement, the following procedures shall apply:

Informal Resolution

Before pursuing any formal legal action, you agree to first contact the Company at hello@byklo.rent with a written description of your dispute. Both you and the Company agree to attempt good-faith negotiations to resolve the dispute informally. If the dispute is not resolved within thirty (30) calendar days after the Company receives your written notice, either you or the Company may seek alternative dispute resolution as outlined below.

Arbitration

If the dispute cannot be resolved informally, it shall be submitted to binding arbitration under the Arbitration Rules of the Thai Arbitration Institute, Office of the Judiciary, applicable at the time of submission of the dispute to arbitration. The arbitration shall take place in Bangkok, Thailand, and the proceedings shall be conducted in English. The arbitrator's decision shall be final and binding on both you and the Company and may be enforced in any court of competent jurisdiction.

Costs of Arbitration

You and the Company will each bear your own costs associated with arbitration, including legal fees, unless otherwise required by the applicable arbitration rules or if the arbitrator determines that a different allocation of costs is fair and equitable under the circumstances.

16.3. Governing Law and Jurisdiction

This Affiliate Agreement and any disputes arising out of or relating to it shall be governed by and construed in accordance with the laws of the Kingdom of Thailand, without regard to its conflict of laws principles. In the event a dispute involving you and the Company is not subject to arbitration as outlined above, you and the Company hereby agree to submit to the exclusive jurisdiction of the courts of Bangkok, Thailand, for any legal proceedings.

17. Account Termination

17.1. Termination by the Affiliate

You may terminate your participation in the Affiliate Program at any time by providing written notice to the Company. Upon termination, you will remain eligible for commission payments for

qualified referrals generated prior to the termination date, subject to the standard payment terms and holding periods.

17.2. Termination by the Company

Termination without Cause

The Company reserves the right to terminate your participation in the Affiliate Program without cause by providing 30 calendar days' notice. This notice will be sent to the email address associated with your affiliate account.

Termination with Cause

The Company may suspend or terminate your affiliate account immediately and without prior notice under the following circumstances:

- You are found to be in breach of this Affiliate Agreement
- You violate any applicable laws or regulations
- You engage in fraudulent or deceptive practices
- Such action is necessary to protect the Company or its users

17.3. Consequences of Account Termination

Upon termination of your affiliate account:

- You will lose access to all affiliate program resources and materials
- All unpaid commissions may be forfeited if termination is due to breach of this Agreement
- You must cease all promotional activities related to Byklo services
- You must remove all Byklo-related content and materials from your promotional channels

17.4. Survival

All provisions of this Affiliate Agreement that, by their nature, are intended to survive termination, including but not limited to liability, indemnification, and dispute resolution provisions, shall remain in effect after the termination of your affiliate account.

18. Prohibited Activities

As an Affiliate, you agree not to engage in any of the prohibited activities listed below. Specifically, you agree not to:

- 18.1. Engage in any fraudulent, deceptive, or misleading practices
- 18.2. Create false or artificial referrals or conversions

- 18.3. Use spam or unsolicited communications to promote Byklo services
- 18.4. Bid on Byklo trademarks or brand terms in paid search advertising without permission
- 18.5. Engage in cookie stuffing, forced clicks, or other manipulative tracking practices
- 18.6. Promote Byklo services on adult, violent, or otherwise inappropriate websites
- 18.7. Make false claims about Byklo services, pricing, or benefits
- 18.8. Impersonate Byklo or present yourself as an official representative
- 18.9. Encourage users to engage in prohibited activities on the Byklo platform
- 18.10. Use automated systems or bots to generate clicks or referrals
- 18.11. Engage in trademark or copyright infringement in promotional activities
- 18.12. Violate any applicable laws, regulations, or industry standards
- 18.13. Circumvent or attempt to manipulate the affiliate tracking system
- 18.14. Engage in competitive intelligence gathering or corporate espionage
- 18.15. Encourage referred users to engage in fraudulent or abusive behavior

If the Company discovers that you have violated any of these prohibited activities, we reserve the right to immediately terminate your affiliate account, forfeit unpaid commissions, and take appropriate legal action.

19. Disclaimer of Warranties

YOU ACKNOWLEDGE AND AGREE THAT YOUR PARTICIPATION IN THE AFFILIATE PROGRAM IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AFFILIATE PROGRAM IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE," BASIS WITHOUT WARRANTIES OF ANY KIND. THE COMPANY DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE COMPANY DOES NOT WARRANT THAT:

- THE AFFILIATE PROGRAM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS
- THE TRACKING SYSTEM WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE
- ANY TECHNICAL ISSUES WILL BE CORRECTED PROMPTLY

- THE AFFILIATE PROGRAM WILL BE FREE FROM VIRUSES OR HARMFUL COMPONENTS
- YOU WILL ACHIEVE ANY SPECIFIC LEVEL OF EARNINGS OR SUCCESS

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY, ITS AFFILIATES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM:

- YOUR PARTICIPATION IN THE AFFILIATE PROGRAM
- ANY ERRORS IN TRACKING OR COMMISSION CALCULATIONS
- UNAUTHORISED ACCESS TO YOUR DATA OR ACCOUNT
- CHANGES TO THE AFFILIATE PROGRAM STRUCTURE OR COMMISSION RATES

20. Amendments

We reserve the right to amend this Affiliate Agreement to comply with any applicable laws, to reflect any changes in our business practices, or for any other reasons at our sole discretion. If we make any amendments to these Affiliate Terms of Service, we will notify you by updating the last modified date on the top of the page and by sending notification to your registered email address. Unless expressly specified otherwise, any amendments shall be effective from the date such amended version is published. The latest version of the Affiliate Agreement shall supersede all previous versions.

The Company also reserves the right to introduce new Affiliate Program features and functionality, remove or modify any existing features, change commission structures, and discontinue the Affiliate Program without incurring any liability, provided that reasonable notice is given where practicable.

21. Severability

If any provisions in this Affiliate Agreement or part of a provision is found to be unlawful, void, or for any reason deemed to be unenforceable, then that provision or part of the provision will be deemed not to be part of this Affiliate Agreement to the minimum extent necessary and such severance shall not affect the validity and enforceability of the remaining Affiliate Agreement.

22. Force Majeure

The Company shall not be liable for the failure to perform any of its obligations in this Affiliate Agreement if such failure is caused by any force majeure event such as war, epidemic, insurrection, terrorist activities, government sanction, embargo, labor dispute, strike, or any interruption or any failure of electricity or server, system, computer, Internet or telephone service.

23. Contact Us

For any queries relating to this Affiliate Agreement or the Affiliate Program, you can write to us at:

Email: hello@byklo.rent

Byklo Co. Ltd 785/5 Pracha Uthit Road, Samsen Nok Subdistrict, Huai Khwang District, Bangkok 10310

This Affiliate Terms of Service document has been prepared to govern the Byklo Affiliate Program and should be read in conjunction with our Privacy Policy and any additional program guidelines provided through your affiliate dashboard.