CHỜ LUẬT SƯ DUYỆT Version **AFF-v1.0** · Effective: not yet published

> Draft translation, not yet approved. The Vietnamese version applies until this one is approved.

Commission sharing programme and the "Website pays for itself" guarantee

The Host receives 50% of the commission Stayloom **actually receives** from their Website; this is first deducted from the renewal fee, and any remainder is paid out once it reaches 200,000 VND. The Partner plan's guarantee is a free second-year renewal, not a refund.

Version: `AFF-v1.0`

1. Roles

1. Stayloom holds the affiliate accounts with the partners (Travelpayouts, 12Go, SafetyWing and other partners Stayloom chooses) and is the affiliate marketer under the Law on E-commerce 2025.
2. The Host agrees that Stayloom may place links and descriptions of partner services in the Services Section of the Website.
3. The share is a commercial incentive from Stayloom to the Host, not a salary. The Host is not an employee, agent or representative of Stayloom or of any partner.
4. The contract between a guest and a partner is their own transaction. Stayloom and the Host are not responsible for the quality of partner services, but forward complaints to the partner when asked.

2. Calculation

1. **Commission actually received** = amounts the partner has confirmed and paid to Stayloom, linked to the Website's tracking code, after network fees, taxes withheld by the partner, and refunds or cancellations.
2. The Host receives **50%** of the commission actually received.
3. "Estimated" figures on the dashboard are for reference only. A share is recorded only once the partner has paid Stayloom.
4. If a partner claws back commission (guest cancellation, refund, fraud), the share already recorded for the Host is deducted in the next period.

5. Stayloom sends a monthly statement and a quarterly report of visits, clicks and commission.

3. Using the share

1. The share is automatically **deducted from the renewal fee** for the next Service Term.
2. Any remainder of **200,000 VND** or more is paid each quarter into a bank account **in the Host's name** in Vietnam.
3. Stayloom withholds personal income tax and issues withholding certificates as required. The Host provides a tax code or identification number when asked.
4. **Hosts abroad:** in the initial phase, the share is used only to reduce the renewal fee. Stayloom will announce when cash payouts open.
5. When the contract ends, a recorded and unused share of 50,000 VND or more is paid within 90 days, provided the Host has not breached section 4.

4. Prohibited conduct

The Host, their relatives or staff **must not**:

- Click or buy through the links on the Website themselves to earn commission.
- Promise guests cash back or gifts to buy through the links.
- Send links through channels that platform policies forbid, or spam.
- Misrepresent a partner's services, prices or promotions.
- Remove or change the links or the public affiliate disclosure on the Website.

In case of a breach, Stayloom may cancel the share arising from that conduct and end the Host's participation in the programme.

5. Changes to the programme

1. Stayloom may add or remove partners, as partners may change their commission rates or end their programmes. Stayloom does not guarantee any commission rate.
2. The **50% share will not be reduced during the current Service Term**. A change of rate for the next term is announced at least 60 days in advance.
3. From the second Service Term, the Host may propose their own partners; the sharing terms are set in a supplementary agreement.

6. "Website pays for itself" guarantee (Partner plan only)

What it is: if the Host meets all the conditions below during the first 12 months, and their accumulated commission share is not enough to pay the renewal fee for the second Service

Term, Stayloom **waives the unpaid part of the second-term renewal fee**.

Conditions (all required):

☐ Within 30 days after deployment, place the QR code provided by Stayloom in **every room** and send a photo as proof.
☐ Link the Website from the Google Business Profile and at least one social media channel of the property.
☐ Keep the Services Section and the affiliate disclosure on the Website.
☐ The Website is not suspended through the Host's fault, and fees are paid on time.
☐ No breach of section 4.

Limits:

1. The guarantee applies **once**, to the second Service Term; it cannot be exchanged for cash or combined with other offers.
2. The guarantee does **not** promise any revenue, bookings or commission.
3. Stayloom checks the conditions from the proof photos and dashboard data and announces the result together with the 60-day renewal notice. The Host has 15 days to add evidence if they disagree.
4. Every Stayloom advertisement for the guarantee must say "conditions apply" and link to this section.

7. "Self-managed commission" option

Instead of the 50/50 sharing, the Host may hold their own affiliate account and receive **100%** of the commission directly from the partner. This option is recommended for Hosts abroad.

1. **Scope.** Only for partners Stayloom announces as supporting this option, initially Travelpayouts.
2. **Sign-up.** The Host registers an account in their own name through Stayloom's referral link, verifies the website, and provides their own payment and withdrawal details. Stayloom does **not** create, manage or log into partner accounts on the Host's behalf.
3. **Links.** The Host provides their partner code or link; Stayloom places it in the Services Section with the public disclosure under Part H.
4. **Income.** The partner pays commission directly to the Host. Stayloom does not share, pay out or withhold tax on it.
5. **Referral bonus.** Stayloom may receive a referral bonus from the partner under the partner's programme. It is paid from the partner's own funds and does not reduce the Host's income.
6. **Host's responsibilities.** The Host is the affiliate for their own account and complies with the partner's terms, identity verification, advertising and tax obligations where they live.

7. **Fees and guarantee.** The Host pays the full renewal fee; there is no offset. The "Website pays for itself" guarantee (section 6) does **not** apply.
8. **Switching.** The Host may switch between the two options at most once per Service Term, effective from the next term. Shares recorded before the switch are still settled under section 3.

Checksum (SHA-256) of this text: `ff069ce6553f9eebac652ff457a469bb069063482b96cd19f64734f8bf783785`