

# Terms and Conditions

## 1. General

Strictly no spyware allowed. No spamming allowed. Adware, Incentivized Traffic, Virtual Currency Traffic are only allowed if expressly agreed between the parties on the Insertion Order or otherwise in writing. Advertising must not be placed in any illegal contexts including without limitation contexts of illegal file sharing or other copyright infringing pages, pages promoting or otherwise displaying child pornography, racism, violence, hate speech or any other indecent, libelous or defamatory contents. Only persons over the age of 18 years old may be targeted.

The Partner agrees to make use of contracts for creatives that are not provided by the Advertiser and data processing which ensure the compliance of, and which are in accordance with any, applicable laws of either party. It is prohibited to create and use any promotion material on your own unless the materials have been approved by advertiser. Material including indication of that the service is completely for free will not be approved. Furthermore, in case the Partner prefers to use its own creatives, the Partner and/or its Affiliates must have the copyright or a license for the pictures used. The traffic generated by using creatives that do not comply with this point cannot be paid.

It is forbidden to send traffic to any other URLs than those provided to the Partner by the Advertiser. Mobile traffic is only allowed for promoting offers of which are clearly defined as mobile offers. Under no circumstances is it allowed to send mobile or tablet traffic to a desktop offers, or Blackberry traffic to any offer. SMS marketing and e-mail marketing are not allowed. If such a breach is made the Advertiser reserve the right not to pay for traffic sent through in these means.

## 2. Search engine advertising

The Partner can bid in search but cannot link directly to any campaigns or domains owned and/or managed by the Advertiser or the Billing Company in Google AdWords, Google Search, Google Search Network, Google Display Network, Yahoo! Search Marketing or Bing Ads/MSN. Instead they have to link to their own domain which then links to the campaign domain.

The Partner cannot mention or implement an image relating to (this includes miss spellings or similar names of products) any brands owned and/or managed by the Advertiser or the Billing Company.

The Partner cannot bid on any campaign or domain name owned and/or managed by the Advertiser or the Billing Company, one of its brands keywords or any misspellings of them. If possible, all Brand terms should be requested to be added as negatives.

## 3. Non-Valid Leads

The Advertiser defines an SOI lead as the event that occurs when a real person fills out and submits the registration form on the landing page/s provided to the Partner. The pixel is fired after clicking on the submit button.

The Advertiser defines a DOI lead as the event that occurs when a real person clicks on the confirmation link that he or she received via email after he or she submitted the registration form on the landing page/s provided to the Partner. The pixel is fired after clicking on the confirmation link received via email.

The Advertiser campaigns can be SOI and/or DOI, depending on the campaign.

The Advertiser may chargeback non-valid leads if such leads are generated by means of any device, program, or robot, manually created in bad faith with the direct intent to artificially inflate commissions payable to the Partner; leads with suspicious registration data like usernames or email addresses or similar IP-addresses or IP-address from other countries than the country advertised in the offer. As well as leads with suspicious behavior that shows that the profiles don't represent real persons.

The Advertiser can only provide the Partner with the customer ID of the fraudulent lead together with the reason why the lead was rejected. IP addresses and login details cannot be provided due to privacy protection issues. The Advertiser retains final authority in determining the correct amount of invalid leads.

In case of the Partner running targeted age offers, the Advertiser will only pay for the traffic generated by the users who belong to the age group and gender specified in the IO. Leads generated by users who belong to a different age group or gender cannot be paid.

#### **4. Termination**

Campaigns may be terminated by either party with prior notice of 48 hours in writing (e-mail shall be deemed sufficient).

#### **5. Liability**

If advertising is not complying with these rules, commission will not be paid/prepayments have to be refunded within 48 hours after notification. The Partner agrees to indemnify and hold the Advertiser harmless from third-party claims, losses, expenses, fines, fees including attorney fees and costs arising out of any breach of law, or violation of the rules laid down in this IO, by the Partner or an Agent of the Partner

#### **6. Miscellaneous**

This IO shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The courts of Berlin shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with this agreement. No subsidiary agreements have been made. Changes, supplements and amendments to this IO shall only be valid if they are in writing (fax or e-mail transmission of a signed instrument shall be deemed sufficient). This includes any changes to, or cancellation of, this written form clause. If any provision of this IO is, or becomes, invalid or unenforceable, nothing in this shall prejudice the validity of the remaining provisions hereof. The Parties agree to replace any such provision by a legally valid, enforceable provision which achieves, as closely as possible, the economic purpose of the original provision. This shall apply, mutatis mutandis, to any intended or common clauses omitted in this IO. If any provision of this IO is, or becomes, contradictory to any other agreements signed by the parties, this IO shall be valid. The Partner guarantees that its affiliates have read and accepted these rules. Traffic cannot start unless the IO is signed by both parties.