

General Terms and Conditions for Participation in affilinet

Introduction

affilinet operates an Internet platform under the domain affili.net (hereinafter referred to as the Platform) that enables registered members (hereinafter referred to as Publishers) to participate in the affiliate programmes of affilinet's customers (hereinafter referred to as the Advertisers).

The subject matter of affiliate programmes is rendering media services geared towards supporting Advertisers in the online marketing of goods and services on a success basis. Publishers may register and use the platform free of charge.

Participation by Publishers in affilinet is subject to these Terms and Conditions. At the same time, they govern the Publishers' obligations that may apply in dealings with Advertisers.

1. Scope

1.1 Deliveries, services, offers and contracts between affilinet and the Publisher are solely based on the following Terms and Conditions. The Publisher's terms and conditions to the contrary shall be deemed invalid unless their validity has been expressly agreed upon between affilinet and the Publisher. We hereby object to confirmation to the contrary by the Publisher, with reference to its terms and conditions.

1.2 Unless otherwise agreed between affilinet and the Publisher, subsidiary agreements, contractual amendments and supplementations must be issued in writing in order to be deemed valid. affilinet's employees are not entitled to enter into verbal subsidiary agreements or make verbal assurances.

2. Definitions

Below is a list of terms and their meanings in relation to these Terms and Conditions for all the Publisher's contracts entered into with affilinet:

Account is the legally acquired access to the affilinet platform following registration by the Publisher in accordance with the complete and accurate registration data it has provided – including the main domain and the respective content-relevant category of the Publisher's website.

Valid click: a click is valid if a User voluntarily and wittingly clicks on a hyperlink for the Advertiser's affilinet affiliate programme on the Publisher's website, and the Advertiser's linked website is therefore called up. Repeated clicks by the same user, or those in short succession – including via different hyperlinks – are not valid. Clicks associated with a forced action, e.g. sending a text message, participating in a

competition or using the click in a paid email system are not permissible without prior written approval by affilinet. If such approval is not given, such clicks shall not be counted as valid clicks. Valid clicks shall be logged and verified on the basis of the affilinet transaction system, and determined at affilinet's discretion.

Valid lead: a lead shall be deemed valid if a User carries out a valid click and then voluntarily and wittingly carries out a defined action on the Advertiser's website (qualified action). Valid leads are determined or specified as in the case of valid clicks, whereby in respect of carrying out the qualified action, affilinet records and verifies these actions via the Advertiser's system and determines them at its own discretion.

Valid sale: a sale is deemed valid if a User carries out a valid click and then voluntarily and wittingly acquires goods against payment via the Advertiser's website, or makes use of services against payment. Valid sales are determined or specified as in the case of valid clicks, whereby in respect of the User acquiring goods or services against payment, affilinet logs and verifies these actions via the Advertiser's system and determines them at its own discretion.

Hyperlink is a reference made available by the Publisher via the platform for use with which the Publisher draws attention on its website in terms of content and externally to the Advertiser's website and which is used by the Publisher solely in this unchanged form.

Pay-per-click affiliate programme: by implementing a hyperlink on the Publisher's website, affilinet and subsequently the Publisher acquire entitlement to remuneration by way of forwarding visitors to the Advertiser's website.

Pay-per-lead (fixed amount per valid lead) affiliate programme: by implementing a hyperlink on the Publisher's website, affilinet and subsequently the Publisher acquire entitlement to remuneration by way of forwarding visitors to the publisher's website to the Advertiser's website and brokering a lead (carrying out a specific, defined action by a User on the Advertiser's website).

Pay-per-sale (proportional remuneration per valid sale) affiliate programme: by implementing a hyperlink on the Publisher's website, affilinet and subsequently the Publisher acquire entitlement to remuneration by way of forwarding visitors to the publisher's website to the Advertiser's website and brokering the sale of the Advertiser's goods or services.

User: any natural person who voluntarily and wittingly calls up the Publisher's or the Advertiser's website, i.e. without coercion or deception, without receiving remuneration in that respect by the Publisher or a third party – except as part of an affilinet bonus system.

(Publisher's) website: website is the Publisher's Internet offer in German, English, French, Spanish or Polish stated and registered under the (main) domain in the Account with the Advertiser's reviewed content or another domain or a sub-page if

these have been allocated to this main domain in the Account and are identical in terms of content.

(Advertiser's) website: this is the Advertiser's Internet offer under the precisely stated URL by which the Advertiser distributes or advertises goods and/or services online, and to which the hyperlink that shall be used refers in accordance with the regulations of the affiliate programme by the Publisher.

3. Registration for the affilinet platform

3.1 By applying for an Account, the Publisher shall acknowledge the following participation conditions.

3.2 The Publisher is responsible in dealings with affilinet and the Advertiser for the completeness and accuracy of its details. The Publisher undertakes to keep the registration data and information regarding its Account up-to-date. The Publisher is not entitled, in the case of registering various Accounts, to state different personal data.

3.3 The Publisher's websites offered in languages other than the permissible languages are excluded from participation. Registrations nevertheless made shall be deleted without notice by affilinet.

3.4 The application for an Account, confirmation by affilinet and forwarding access data per e-mail do not constitute any conclusion of contract between affilinet and the Publisher. By way of the Account, the Publisher shall initially only be granted the opportunity to advertise for an Advertiser's affiliate programme via affilinet.

4. Offer and conclusion of contract

4.1 affilinet and the Publisher shall in each case conclude separate contracts regarding rendering services for supporting the respective Advertiser in the case of the online marketing of goods and services on a success basis as part of these Terms and Conditions and pursuant to the conditions of the respective affiliate programme.

4.2 The Publisher shall forward via the platform under its Account its offer to participate in an affiliate programme by way of appropriate advertising on its website via affilinet. The Publisher's offer may not contain conditions or reservations that are contrary to the conditions of the affiliate programme. The Publisher shall be bound by its offer for a period of 4 weeks calculated from submitting its application to affilinet. During this period affilinet may accept the offer, otherwise the application shall be deemed rejected.

4.3 The Advertiser shall provide notice of acceptance of the offer for affilinet. affilinet is provided with notification of acceptance of the offer in the form of acceptance of the application for the specific affiliate programme and solely according to the conditions stated on the platform. affilinet is entitled to reject, or arrange for the Advertiser to

reject, the Publisher's offer for the affiliate programme without stating reasons for its decision. This shall not give rise to a claim by the Publisher against affilinet.

4.4 The Publisher is entitled, but not under obligation, following acceptance of the offer, to render services to support the respective Advertiser within the scope of these Terms and Conditions, and according to the conditions of the respective affiliate programme. affilinet may not lodge any claims in respect of the Publisher honouring the contract. However, insofar as the Publisher renders services, these are to be rendered as per agreement and shall be remunerated accordingly.

5. Right to specify performance / rendering of services

5.1 affilinet is also entitled to further develop the platform on an ongoing basis, and adjust it in line with technical developments.

5.2 affilinet is also entitled to assign to third-party service providers or vicarious agents the rendering of services of parts thereof for the independent rendering of services.

6. Remuneration

6.1 affilinet shall enable the affilinet Publisher to participate in pay-per-click affiliate programmes, pay-per-lead affiliate programmes, pay-per-sales affiliate programmes or a combination of several of the above-mentioned types of programmes. The Publisher shall only be entitled to remuneration in the case of valid clicks, valid lead or valid sales generated on its Account in accordance with the conditions of the respective affiliate programme or these Terms and Conditions.

6.2 In the case of pay-per-click affiliate programmes, the Publisher shall be credited a fixed amount for each valid click. affilinet shall publish on the platform, when describing the affiliate programme, the remuneration that shall be credited to the Publisher for each valid click.

6.3 Clicks that are not generated via hyperlink and/or on the Advertiser's website shall not be remunerated. Clicks automatically generated via technical devices (e.g. click generators) and by coercion or deception shall not be remunerated either.

6.4 All valid clicks shall be credited to the Publisher's Account held with affilinet during the course of the daily evaluation. The credit on the Publisher's Account does not constitute any recognition that the recorded clicks were valid clicks.

6.5 The comments stated in sub-section 6.2 to 6.2 shall initially apply accordingly to the Publisher's remuneration in the case of pay-per-lead affiliate programmes, pay-per-sale affiliate programmes or a combination of the aforementioned types of programmes. All leads or sales shall be credited once the conditions of the respective affiliate programme have been met. The credit on the Publisher's Account does not constitute any recognition that all conditions of the affiliate programme had been met,

or in the case of logged leads or sales that these were valid leads or sales. In the case of pay-per-sale affiliate programmes with proportional remuneration, these shall be calculated in accordance with the net sales value of the goods or services (excluding additional services and value added tax).

7. Payment method

7.1 affilinet shall compile a monthly statement for the Publisher regarding the credits for affiliate programmes in accordance with section 6 and regarding all the Publisher's Accounts. The Publisher shall be informed on the 1st day of each month by e-mail of the amount of the prospective payment for the previous month in accordance with the credits made to date on the Publisher's Account. affilinet shall pay the remuneration to the Publisher at the latest on the 15th day of the month following the settlement month insofar as the remuneration for the settlement month under report is at least €25.00. If it is less than €25.00, affilinet shall pay the Publisher's remuneration in the month in which all credits on the Publisher's Account together are at least €25.00. affilinet shall compile a credit, for each payment, which meets the requirements specified by tax law. Interest shall not be paid on the Publisher's credit on its Account.

7.2 Payment of the remuneration shall be effected, where necessary, without a final review by affilinet as to whether the credits on the Publisher's Account are based on valid clicks, valid leads or valid sales in accordance with the conditions of the affiliate programme, or these Terms and Conditions. If the generation of a click, lead or sale was based on manipulation or deception or violation of the conditions of the affiliate programme or these Terms and Conditions, or a valid click, lead or sale cannot be identified in accordance with these Terms and Conditions or for other reasons following a review, affilinet shall be entitled to redebit the Publisher's Account within a period of 12 weeks following disbursement, or demand the return of the disbursed amount. affilinet reserves the right to demand the repayment after this period too if it furnishes proof that the disbursement to the Publisher was not based on any payment entitlement by way of a valid click, lead or sale.

7.3 Payment of remuneration shall initially be effected for all Publishers from the Advertiser's covering balances with affilinet for the respective affiliate programme. affilinet insofar obligates the Advertisers to provide sufficient cover in accordance with the remuneration paid in advance for the previous months and/or remuneration payable in advance in the case of the remuneration attributable to the Publishers. If the Advertiser's covering balance is not sufficient to disburse the remuneration in accordance with subsection 7.1, affilinet shall pay all Publishers the remuneration for the respective affiliate programme on a pro rata basis. If the Advertiser does not provide cover for the Publishers' accrued remuneration entitlements following an appropriate request by affilinet within a period of 2 weeks, the Publisher shall be entitled, and under obligation by affilinet prior to recourse, to lodge a claim against the Advertiser for payment. In such a case, affilinet shall assign to the Publisher its claims against the Advertiser, following a request by the Publisher, in the sum of the Publisher's remuneration entitlement. The Publisher shall not be under obligation to

lodge a claim against the Advertiser if this would clearly be in vain due to a lack of funds.

8. Obligations of the Publisher to affilinet and the Advertiser

The Publisher undertakes as part of its technical capabilities to organise and present its website, including entries in search machines, lists or third-party link lists, such that valid clicks, valid leads or valid sales are generated on the Advertiser's website solely by Users.

8.2 affilinet shall make available to the Publisher the hyperlinks required to participate in an affiliate programme, including the URL of the respective page of the Advertiser's website. The Publisher may not alter the HTML code or banners provided by the Advertiser for affilinet. The advertising material made available may only be used on the Publisher's website. Use of such advertising material is only permitted in conjunction with participation in an affiliate programme. Any forwarding of information of advertising material to third parties is not permitted.

8.3 As a general rule, use of names, protected trademarks and brands of the company, or affilinet's logos, or those of a third party – in particular those of the Advertiser – shall only be permitted if the Publisher has obtained the approval of the legal owner. The Publisher undertakes to organise its website such that third party industrial proprietary rights, including copyrights, are not violated, and valid law, in particular data protection law, is not breached.

8.4 The Publisher is only permitted to forward e-mails with advertisements for affilinet or affiliate programmes with due regard to the statutory requirements (in particular Section 7, sub-section 1 to 3 of UWG¹) and the current practice (e.g. judgement of the German Federal High Court dated 11.03.2004, reference I ZR 81/01).

8.5 The Publisher undertakes to include a supplier description with its offer, Section 6 of TDG². The Publisher undertakes to operate its website in compliance with statutory requirements regarding consumer protection. Depictions of violence, sexually explicit or pornographic content or discriminatory statements or portrayals in respect of race, sex, religion, nationality, disablement, sexual preferences or age are not permitted on the Publisher's website and/or in conjunction with participating in affiliate programmes. The website design must not be capable of having a detrimental effect on the reputation or appreciation of the goods or service, brand or business operations of affilinet or those of the Advertiser.

8.6 The above regulations also apply if the Publisher refers via a link to thirdparty pages.

¹ German Fair Trade Act

² German Teleservices Act

8.7 The Publisher may place the hyperlink to the Advertiser's website at any place on its website. However, affilinet may request that the Publisher alter the location of the hyperlink if it is capable of having a detrimental effect on the reputation or appreciation of the goods or service, brand or business operations of affilinet or those of the Advertiser.

8.8. The Publisher's obligations specified here in section 8 shall be assumed by the Publisher including in favour of the respective Advertiser.

9. Account and term of contract

9.1 The Publisher's Account for the affilinet platform is issued for an unlimited period of time.

9.2 This contract between affilinet and the Publisher on rendering services to support the respective Advertiser in the online marketing of goods and services on a success basis is entered into for the period of the calendar week running at the time of concluding the contract, at the most, however, for the period of the affiliate programme. It shall be extended by the period of an additional calendar week, at most however, for the period of the affiliate programme, if it is not terminated with notice of one day to take effect upon expiry of the day following receipt of the notice.

9.3 Notice of termination in accordance with these regulations shall be given in text form. affilinet is also entitled to give notice of termination in another form.

10. Deactivation of the Account and termination

10.1 affilinet is entitled to deactivate the Publisher's Account and inform the Publisher if the Publisher has not participated in the affiliate programme over a period of 12 months, or has not generated any sales.

10.2 affilinet is entitled to terminate all contracts regarding the Publisher's participation in affiliate programmes by serving one day's notice to take effect on expiry of a calendar week, and deactivate the Publisher's Account, if the Publisher has not acquired entitlement to payment of the Publisher's credit in accordance with section 7.

10.3 The Publisher and affilinet may exercise an extraordinary termination. Affilinet shall be entitled, in the case of severe or lasting breaches on the part of the Publisher of these Terms and Conditions, in particular the obligations in accordance with section 8 of these conditions, to terminate all contracts regarding the Publisher's services as part of the affiliate programmes without notice, and deactivate the Account.

10.4 Notice of termination in accordance with these regulations must be in writing. affilinet is also entitled to terminate in another form. Notification of the deactivation of an Account is not subject to any formal requirements.

11. End of contract

11.1 Upon deactivation of the Account, a statement shall be compiled for any existing Publisher's credit. Credit on the Publisher's Account below the limit specified in subsection 7.1 shall be forfeited.

11.2 The Publisher is obliged, following the successful termination, to remove all hyperlinks regarding the respective affiliate programme from all websites. Once the termination comes into force, no remuneration whatsoever shall be paid, even if the Publisher does not remove the respective hyperlink from the websites.

11.3 A Publisher whose Account has been deactivated in accordance with sections 9 or 10 is not entitled to re-register for the affiliate programme. Violations of this provision shall place the Publisher under obligation to pay affilinet compensation in damages. Publisher's credit that may apply shall be forfeited.

12. Compensation in damages

12.1 affilinet shall only be liable insofar as affilinet, its representatives, executive employees or vicarious agents act with intent or gross negligence. This shall not affect liability due to default.

12.2 Insofar as liability is excluded, this shall also apply to affilinet's representatives, executive employees or vicarious agents.

13. Data protection

13.1 The Publisher's personal data shall be electronically stored by affilinet to justify, amend or design the content of the contractual relationship. Names, addresses, telephone and fax numbers, e-mails, banking details, the Publisher's domain and the respective affiliate programme shall be stored. Such data shall be forwarded only where necessary to process the contract. The Publisher is aware that the Advertiser may establish direct contact with the Publisher by e-mail or telephone as part of the collaboration in accordance with the requirements.

13.2 affilinet shall treat the Publisher's personal data in accordance with data protection conditions.

13.3 Besides this personal data regarding the use of services shall only be collected, processed or used insofar as this is necessary in order to enable the User to use services (User data) or to bill services rendered (billing data)

14. Amendment reservation

14.1 If affilinet intends to amend its General Terms and Conditions, it shall inform the Publisher of this. If the Publisher does not object in line with the formal requirements, and in good time, the amended Terms and Conditions shall come into force 2 calendar

weeks following receipt of notification upon the start of a new calendar week. The Customer's objection shall only be deemed in line with the formal requirements, and in good time, if the objection is lodged in writing, and is received by affilinet one week following receipt of the notification. affilinet shall inform the Publisher of its option to object, the formal requirements and period, and the legal consequences of failing to object according to formal requirements and within the prescribed period.

14.2 Remuneration of all affiliate programmes is subject to change. In the case of all affiliate programmes, the Advertiser may, at its own discretion, amend the remuneration for affilinet. The remuneration shall be amended by providing notification of the amended remuneration on the platform for the respective affiliate programme. The amendment shall come into force following publication on the platform on the following day at 0.00 a.m.

15. Place of jurisdiction, choice of law and safeguard clause

15.1 If the Publisher is a merchant, Munich (Munich I District Court) shall be deemed the place of jurisdiction for all proprietary law disputes resulting from this contract, including actions on bills of exchange or cheques. Each party is also entitled to bring action at the respective general place of jurisdiction of the other party.

15.2 German law is applicable to the exclusion of the UN Convention on the International Sale of Goods.

15.3 Should one of the provisions be or become invalid, this shall not affect the validity of the other provisions. An appropriate regulation that comes closest to the contracting parties' intentions is to take the place of invalid provisions.

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