

Affiliate Terms and Conditions of Publisher

The Terms and Conditions set out below govern the agreement between Publisher, registered with the Chamber of Commerce under number 12345678 (hereinafter referred to as: Publisher) and the other party (hereinafter referred to as: Service Provider).

By registering on the Publisher website, Service Provider agrees to these Terms and Conditions.

Article 1. Nature of the Affiliate Service

1.1. Service Provider operates a website that allows third parties ('Visitors') to access information and/or enter into agreements with Service Provider. If Visitors enter into agreements facilitated by the Affiliate Service, this will be with Service Provider rather than with Publisher. Service Provider will indemnify Publisher against any and all claims from Visitors related to the performance of this agreement.

1.2. Publisher will provide services to Service Provider consisting of attracting Visitors (hereinafter: the 'Affiliate Service'); Service Provider will pay Publisher a fee for this Affiliate Service.

1.3. By entering into this agreement, the parties are not forming a partnership, general partnership, public partnership, joint venture or equivalent partnership. Neither party will be authorised to enter into agreements on the other party's behalf.

1.4. Publisher expressly makes no commitment whatsoever and provides no guarantee whatsoever as regards Visitor numbers, agreements entered into, and the like. Any such numbers cited in Publisher's advertisements must be regarded as approximate only and therefore non-binding.

1.5. On registration, Service Provider must complete the details requested by Publisher including name, address, VAT number and the like, fully and truthfully. Publisher uses a selection process for applications. Publisher will be authorised to reject an application without stating reasons.

1.6. On signing the agreement, Publisher will provide Service Provider with a username and password, which will allow it to access a control panel on paying campaigns and any fees/compensation payable. Service Provider shall keep the password strictly confidential. Publisher will not be liable for any misuse of the password and can assume that anything that occurs to the password and username provided to the Service Provider will be at the risk and responsibility of Service Provider.

Article 2. Promotion by Publisher

2.1. Publisher will be authorised to carry out promotional activities for the Affiliate Service, which it may do as it sees fit within the provisions of this article. However, promotion is permitted only on websites and other services managed by Publisher.

2.2. In these promotional activities, Publisher will be solely permitted to use self-produced materials, such as copy and images, and will not be authorised to use Service Provider's materials. This prohibition also extends to, without being limited to, Service Provider's trade name, brand name and logo.

2.3. Publisher will not be authorised to:

- carry out promotional activities on websites or services of an illegal nature,
- carry out promotional activities using electronic communication by e-mail, text/SMS or a similar medium ('spam'), if this occurs without the legally required opt-in,
- invoke (or instruct third parties to invoke) promotional communications by automated means,
- display electronic communications in a manner that is damaging, or could reasonably be damaging, to Service Provider's reputation.

during the period of the suspension. The suspension will only end after the Service Provider has eliminated the ground to the satisfaction of Publisher.

7.4. Following termination of the agreement, Service Provider will pay the outstanding amount in compensation in accordance with Article 4.

Article 8. Disputes and applicable law

8.1. The agreement and these Affiliate Terms and Conditions is governed exclusively by Dutch law.

8.2. Any disputes between the parties that cannot be settled amicably will be submitted to the competent Dutch court for the district where the Publisher has its registered office.

Article 9. Amendments and additions

9.1. Any general terms and conditions of Service Provider will not form part of the agreement.

9.2. If any provision of the agreement or these Affiliate Terms and Conditions are found to be contrary to applicable law, this provision will be amended such that it is in accordance with applicable law, with due observance of the intended meaning of the relevant provision.

9.3. Publisher will be authorised to amend the agreement or these Affiliate Terms and Conditions with new Terms and Conditions. These amendments or additions will become effective thirty days following notification to Service Provider.

9.4. If Service Provider chooses not to accept an amended or completed term/condition, it shall terminate the agreement within these thirty days. If Service Provider fails to do so, it shall be deemed to have given its approval of the amended or additional term(s)/condition(s).

Article 10. Other provisions

10.1. Without prior consent, the parties will not provide any information and/or make any statements to third parties regarding the contents of the agreement or these Affiliate Terms and Conditions, the partnership between the parties or the results of the Affiliate Service.

10.2. Service Provider will not be authorised to transfer this agreement and all its rights and obligations arising therefrom to a third party without the express consent of Publisher. Publisher will be authorised to transfer this agreement and all its rights and obligations arising therefrom to a third party that acquires the business operations to which the agreement is subject.

10.3. The version of any communications between the parties received by or stored by Publisher will be deemed to be the authentic version, unless Service Provider can demonstrate that this version is not authentic.

10.4. If any data relevant to Publisher regarding Service Provider changes, Service Provider will notify Publisher immediately using the control panel.