

## AVANGATE AFFILIATE PROGRAM

**Updated: February 24, 2015**

In order to participate in the Avangate Affiliate Program it is compulsory to agree the following terms and conditions by checking the box and pressing the "Sign Up now" button, meaning that you understand and accept all the terms of Avangate Affiliate Program. The terms and conditions contained by this program may modify at any time by posting a modification note or a new program on Avangate site. If any terms or modification cannot be accepted, the only way to act is not to press the "Sign Up now" button or to cancel the participation in the Avangate Affiliate Program. The participation in the Affiliate Program after its modification represents the implicit acceptance of the specified modifications.

### 1. DEFINITIONS

**1.1** Unless otherwise required or expressly stipulated, the following expressions will have the following meanings:

**"Avangate"** means AVANGATE BV, a Dutch corporation **"Avangate Site"** means the internet site of Avangate with the internet address: <http://www.avangate.com>.

**"Avangate platform"** means the system used for the electronic trading, accessible through the AVANGATE Site.

**"Item-s"** means any software or digital products e-traded through AVANGATE platform.

**"Client"** means any person or business company purchasing software products through the Avangate platform.

**"Vendor"** means any person or business company that sells products and/or services through the Avangate platform.

**"Vendor Site"** means the internet site of the Vendor as it is shown on the Avangate Affiliate Program.

**"Affiliate"** means any person or business company who understands and approves to have read and fully agrees with the terms and conditions mentioned below and it is shown on the Avangate Affiliate Program as Affiliate.

**"Affiliated site"** means the internet site of the Affiliate as it is shown on the Avangate Affiliate Program.

**"Link"** means the internet URL generated only through the Avangate platform in the Affiliate Account that will connect the description on the Affiliate site to the corresponding Item category on the Avangate platform.

**"Chargeback"** means an amount of money:

- which has been deemed to have been refunded by or returned by Avangate to a Client based on a Link which has been voided, retracted, subject to returns,
- been reversed due to fraud, or otherwise rescinded for any reason;
- which has been retrieved from, reserved against and/or charged against Avangate accounts under the terms of any applicable credit card Vendor account agreements or because of government actions including but not limited to embargo, court order, reclamation.

## **2. SUBJECT MATTER OF THE PROGRAM**

**2.1** The Avangate Affiliate Program is a special marketing program that facilitates the Affiliates to participate for promoting the Vendor's Items.

**2.2** In order to join the Avangate Affiliate Program, the Affiliate must meet and fulfill the following stages:

### **2.2.1 Opening an account**

The Affiliate must fill the application form accessible on the Avangate Site and accept the conditions of Avangate Affiliate Program. At the reception of the application Avangate will analyze the application, allocate an ID to the Affiliate (sole identification number in the Avangate Affiliate Program) and shall communicate to the Affiliate via e-mail the login data of his account. The Affiliate will have an account accessed anytime through the Avangate site (secure pages) using his e-mail and Password. The account allows the Affiliate to benefit from various functions of the Avangate platform, explained below.

### **2.2.2 The approval**

The Affiliate must choose from his account the Vendor and the Items he wishes to promote, having to receive the consent or refusal for the promotion of the chosen Item. A commission percentage will also be set and allocated to the Affiliate for each sale of his products through the Avangate platform. The commission will be visible in the Affiliate personal account.

Only after the reception of the approval the Affiliate may promote on his site (Affiliate Site) the Items for which he received approval and has the right to receive the related commission. The Affiliate shall promote the Items approved only by use and maintenance of links generated in his Avangate account.

Should the Affiliate want to subsequently promote other Items as well, he must follow once more the procedure provided above for the prior obtainment of the approval.

**2.3** Avangate reserves the right to reject or cancel Affiliate-s for any/no reason. As an example, Avangate shall reject or cancel the Affiliate-s should it is established that the Affiliate site is not compatible with the Avangate Affiliates Program or Avangate Policy, including:

- A. Promotes material with explicit sexual content.
- B. Promotes violence.
- C. Promotes race, sex, gender, religion, nationality, physical disability, sexual orientation or age discrimination.
- D. Promotes illegal activities.
- E. Contains materials infringing or supporting third parties to infringe copyrights, mark or other forms of intellectual property or the applicable laws.
- F. Includes "Avangate" or their derivations or typing errors in the domain name.
- G. Is in any way illegal, damaging, libelous, obscene, aggressive, racist or not corresponding to our principles.

**2.4** In case the application of the Affiliate is accepted and the Affiliate site is subsequently declared as unacceptable for the Avangate Affiliate Program, Avangate reserves the right to cancel the participation of the site in the Affiliate Program. The

Affiliates that have been rejected from the Affiliate Program subsequent to their subscription are forbidden to return with an application for the admission in the Affiliate Program.

**2.5** On the Affiliate site can be posted a short description or other references, as well as images, graphic representations or texts for promoting the chosen and approved Items. The Affiliate shall be solely liable for the content, appearance or placement of this information. The Affiliate shall display on his site the Link generated through his Account in the Avangate platform. The Affiliates are not allowed to use automatic techniques to obtain these links. The Affiliate trying to use such techniques shall be rejected from the Avangate Affiliate Program and any of his commissions cancelled. Only the links provided by Avangate in the Affiliate account can be used for promoting the Items approved on the Avangate platform.

**2.6** The Affiliate is the only one liable for the development, operation and maintenance of his site and also for any material appearing on this site. Avangate declines any responsibility in connection with the use of any materials other than those provided by Avangate.

**2.7** The Affiliate can not make any official report or public comment in connection with this Avangate Affiliate Program or with his participation to the Avangate Affiliate Program, without prior written consent from Avangate. The Affiliate can send an e-mail to [info@avangate.com](mailto:info@avangate.com) in order to get a written consent.

**2.8** IT IS FORBIDDEN for the Affiliate to:

- use non-requested email (spam), pop-ups, pop-under, exit pages as well as any other techniques obviously or secretly driving Clients to the Avangate platform;
- replace, intercept, interfere with, hinder, disrupt or otherwise alter a Client access, view or usage of Affiliate site, a Link or a Vendor web site, including without limitation any click-through or track-based transaction.
- advertise the Avangate Vendor products or services employing cookie stuffing techniques including, but not limited to, pop-ups, frames, images, Javascript or stylesheets.
- place Links in any manner which may (intentionally or unintentionally) mislead any Client.
- cause any use of a Link in bad faith or through fraudulent means, including, but not limited to, using any device, program, robot, inline frames, hidden frames, or redirects.
- use automatic redirection to Avangate site or any automatically method for saving a cookie of an Affiliate.
- use outbound / unsolicited calling techniques, can only promote / sell services through inbound calls.
- sell services / products other than the object of the eCommerce transaction he is sending to Avangate as referral .
- promote services through scare-ware sales tactics.
- place live-orders through the Avangate platform with customer/end-user payment credentials (card, paypal, etc), this requirement applies only if Affiliate is not [PCI DSS Compliant](#); if Affiliate is PCI DSS Compliant, Affiliate will provide Avangate with their AOC.

### 3. COMMISSIONS AND PAYMENT METHODS

**3.1** Once a client accesses the Avangate platform or the Vendor Site on the basis of a link on the Affiliate site containing the Affiliate ID, Avangate preserves the respective Affiliate ID for a variable period of time, between 30 and 180 calendar days, depending on the settings. This period of time (cookie duration) will be displayed in the affiliates' management interface for each Vendor separately. Should the client place an order within this period Avangate shall register the related commission in the Affiliate's account. In order to generate a commission, it is necessary that the Client follows the Link from the Affiliate Site, places an order, pays for the order made in full and for Avangate to deliver and cash the value of such order. Orders which are not delivered, cashed or have Chargeback are not eligible to generate a commission.

**3.2** Avangate shall fulfill the orders placed by clients having followed the links from the Affiliate site. Avangate reserves the right to reject orders for any/no reason. Avangate shall keep a record for clients having followed special links from the Affiliate site and these records shall be accessible in the Affiliate account together with other reports.

**3.3** The value of the commission is variable depending on the promoted Items. The establishment of the commission value for each Item shall be made according to section 2.2.2 and shall be pointed out in the Affiliate account together with the receipt of acceptance. The value of the commission shall be applied to the total net value of the order sold through the Avangate platform without VAT or/and other taxes included.

**3.4** Avangate shall pay the commission to the Affiliate in 20 days from the end of the reporting period for which the commission is due, by bank transfer or any other means agreed. The Reporting Periods are: monthly, bi-weekly and weekly.

Avangate may pay the Affiliate, at his own discretion, according to the Reporting Periods, as follows:

- Monthly, if the Affiliate commission is higher than the minimum amount of 100 US Dollars / EURO/ GBP in the reporting period.
- Bi-weekly or weekly, if the Affiliate commission is higher than the minimum amount of \$4000 US Dollars / EURO/ GBP in the reporting period. This reporting periods are available on request and if the volum is reached for three consecutive months.

If the Affiliate commission is lower than the minimum amount, then the value of the commission is to be reported for the following payment cycle. The affiliate will bear all bank and/or other taxes applied for all payments due by Avangate.

**3.5** The commission is paid by Avangate in order to satisfied payment obligations to the Affiliate.

Should an order that had generated a commission for the Affiliate have a Chargeback this commission shall be deducted from the commission that was not paid by Avangate or in case Avangate already paid the commission to the Affiliate the Chargeback will be deducted from the following commission owed by the Affiliate. The Affiliate will remain responsible to Avangate for any negative balances which arise out of any Chargeback and will have to pay Avangate the value of the negative balance in maximum 60 days from the negative balance.

The clients that buy products through this Avangate Affiliate Program become

Avangate's and consequently any terms and conditions applied shall be imposed to such clients.

The value of the commission granted to the Affiliate is confidential, and the infringement of this obligation by the Affiliate may lead to compensations according to damage.

#### **4. FINAL PROVISIONS**

**4.1** The Affiliate agrees to have analyzed and approved this affiliate program and that Avangate offers no guarantee of any kind. The parties agree that this Program shall be approved by the Affiliate on-line on the Avangate site together with his registration in the Affiliate Program.

**4.2** Avangate holds the legal right regarding the "Avangate Site" and the present Avangate Affiliate Program and is acting as a reseller of Items for the Vendor.

**4.3** The participation of an Affiliate on the Avangate Affiliate Program may be terminated

- without any reason by Avangate with a written request send by e-mail with at least 1 day notice. The commission earned and due will be paid within maximum 6 months from the termination.
- due to one or more serious violations of our policies (see above). The most common cause for this is that some of the transactions made through your account might involve fraudulent activity.

As a result, we will not accept any affiliate applications from you in the future and we may also disable any accounts you have open with us.

If you had any unpaid affiliate commissions, they will be postponed or removed until further notice.

**4.4** Avangate reserves the right, to the extent permitted by applicable law, to monitor all electronic communications for content violating the Avangate Affiliate Network and store such messages in a manner and at a location within Avangate discretion. Any message, inbound or outbound, violating the Avangate Affiliate Network may not be delivered at Avangate discretion.

**4.5** Any litigation between parties shall be solved amiably, and if this is not possible, the case will be forwarded to the authorized courts of law from Amsterdam, The Netherlands. The law applicable to the present agreement is the Netherlands law.