

Conrad Electronic International GmbH & Co KG Affiliate Program Terms & Conditions (www.conrad.com)

The following terms and conditions apply to all affiliates (“Partners”) who sign up for and take part in one of the advertising partnership programs owned and operated by Conrad Electronic International GmbH & Co KG (“Conrad”) in addition to the terms that may govern any individual program. Please ensure that you read them carefully before signing up.

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1. Eligibility

Eligible candidates may apply following the application procedures of the affiliate networks Conrad cooperates with. Candidates who are accepted into the affiliate program agree to both the terms and conditions of the affiliated network and the present general terms and conditions. There is no automatic right to become a member of the Conrad Affiliate Program. Conrad reserves the right to reject any application without giving reasons.

Owners of websites meeting one of the following criteria are NOT eligible for the Conrad Affiliate Program:

- Websites currently under construction/parked domains
- Websites without valid contact details/imprints
- Websites in languages other than English
- Websites not displaying any original content (includes “banner farms”)
- Websites consisting of an email address and nothing else
- Paid Email and PTC websites
- Websites operating reward and/or cashback schemes
- Websites displaying inappropriate content or violate third-party rights

2. Promotional Material

Conrad provides promotional material via the Partner's affiliate account. Partners will earn commission on sales made by means of this promotional material. Current commission rates are displayed on the websites of the affiliate network.

2.1. Partners must exclusively use promotional material provided by Conrad. Due to marketing and copyright issues, storage of promotional material provided by Conrad on servers owned or maintained by the Partner is not permitted. Moreover, placing promotional material on websites that were not named during the application process is prohibited.

Promotional material must not be placed on websites displaying or referring to politics, pornography, weapons, violence, drugs, and any other form of inappropriate content, including threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or on websites that violate any rights of any third party. Partners are fully responsible for the content of their websites and must ensure they conform with all applicable law, regulations and customs.

The design of the website owned by the Partner must not resemble, graphically and/or in terms of content, the design that Conrad use as part of their online presence. Mirroring any graphics- or content-related features displayed on Conrad websites is not permitted. Moreover, Partners shall remove promotional material from their websites immediately if requested.

Cookies may only be placed with the explicit consent of the user (i.e. given in the form of a click). Automatic cookie placements are not permitted. Direct loads of www.conrad.com and any of its subpages is prohibited and will result in the termination of this agreement. This includes loading Conrad online shop pages as part of a layer as well as hidden uploads. Additionally, loading Conrad online shop sites into frames is prohibited.

Any violation of the above terms will result in the immediate termination of the present agreement. Moreover, Conrad reserves the right to withhold any commission payments on sales generated in that manner.

2.2. In the context of marketing initiatives, Partners may apply for vouchers and giveaways. However, Partners may only apply for vouchers specifically provided by Conrad for Affiliate Campaigns. Violation of this rule will result in the Partner's exclusion from the program.

The placement of add-ons or plugins that promise users discounts or vouchers in exchange for a visit of the Conrad website is not permitted.

2.3 Partners may not utilise paid SEM campaigns as part of the Conrad Affiliate agreement.

2.4 Promoting Conrad by using any form of reward or cashback scheme is not permitted.

2.5 Typo domain redirects (e.g. in the form of connrad.com, comrade.com, convrad.com etc) are strictly prohibited.

2.6 Product details provided by Conrad shall be used to promote Conrad products and services only. Passing on product information provided by Conrad to any third party is prohibited. In case of the present agreement being terminated by any of the parties involved, affiliates must cease to use and delete immediately all product information provided by Conrad as part of this agreement. Violation of this rule will result in Conrad claiming compensation. Furthermore, Partners must always use the latest version of product details that will be provided by Conrad. The Partner shall be fully liable for any claims made against Conrad as a result of the Partner using outdated product details.

3. Payments

In exchange for promoting Conrad, the Partner shall be entitled to a commission. Commission payments are exclusively based on sales of Conrad products to customers who have used one of the links displayed on the Partner's website to visit the Conrad online store and complete the order in full, and can therefore be backtracked to the link on the Partner's website. Commission is only paid on sales that have been paid for in full by the customer, and have been delivered to the customer. Credit vouchers, delivery charges, credit card fees and VAT will be deducted from the order value before the commission is calculated. No commission will be paid on purchases made by the Partner, or on purchase made by Partners on behalf of their family members, relatives, friends and acquaintances.

The Partner shall not be entitled to commission paid in advance. Commission will be paid only after Conrad has verified and authorised the sales. On the due date, the Partner account will be credited with the agreed commission. Conrad reserves the right to amend or withhold any commission payment in cases of unverified, incomplete, duplicate or erroneous orders, and out-of-stock or otherwise undeliverable items. In addition commissions will be declined in case of returned items, failed customer credit check, a breach in programme terms and conditions.

4. Confidentiality

Unless agreed otherwise, the Partner shall maintain strict confidentiality at all times concerning all information and materials provided as a result of this agreement. This includes the terms of the present agreement, commercial and financial statements, customer and seller information, user statistics, pricing policies and all sales-related data. Furthermore, the Partner must not use the information and resources provided in the context of this agreement for personal financial gain.

Press statements regarding the cooperation between Conrad and the Partner (if governed by the present agreement) must be coordinated with Conrad in advance, and must not be released without the express written consent of Conrad.

5. Affiliate Obligations

Partners are fully responsible for the development, operation and maintenance of their websites, as well as for all content that is displayed on their pages.

Partners agree to refrain from sending junk mail, spam, or any other form of solicitation or commercial exploitation.

Moreover, Partners agree to ensure that all content displayed on their websites fully complies with all applicable law, regulations and customs, does not violate any rights of any third party. Partners also agree to ensure that the design and layout they chose for their websites does not resemble, and therefore, will not be confused with, the layout of any website owned and operated by Conrad, or by one of its subsidiaries.

Conrad shall not be liable for any direct, incidental, consequential, indirect, or punitive damages resulting from a violation of the abovementioned terms.

6. Limited Liability

With the exception of the liability described in "5. Affiliate Obligations", the present agreement limits the mutual liabilities between Conrad and the Partner to acts of Wilful Misconduct and Gross Negligence, and in case of breach of contract, to acts of Ordinary Negligence. This includes the liability of employees, representatives, agents and any person acting on behalf of either party.

The limited liability clause does not apply to acts of Anticipatory Repudiation, including both Inability to Perform and Impossibility of Performance. However, Conrad's liabilities shall be limited to reasonably foreseeable damages at the time the agreement became effective.

7. Agreement Duration

Partners must be at least 18 years of age and able to enter into a legally binding contract. The agreement becomes effective on the day Conrad notifies Partners that their application has been successful. Partners agree that Conrad may object to how promotional materials provided by Conrad are used at any time, and, in this context, may also issue a cease and desist request.

Although the present agreement is concluded for an indeterminate period, either party may terminate this agreement at any time, with or without cause.

The Partner's right to receive commission payments is limited to the time the present agreement is effective. No commission (or any form of compensation) will be paid on sales made after the termination of this agreement.

8. Changes to Affiliate Terms and Conditions

Conrad reserves the right to change or modify the present terms and conditions at any time. Partners will be notified one week prior to such changes.

Conrad will notify all Partners of any changes to the terms and conditions per email, providing the opportunity to view the latest changes.

Partners may object to any changes to the terms and conditions. Any objection will result in the lawful termination of the present agreement. Partners must object to any changes within a period of 14 days after receiving the notification regarding the changes. Failing to do so means that the Partner agrees to the changes which will automatically become part of the present agreement.

9. Changes to Agreement

The present document constitutes the entire agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Any changes to this agreement must be confirmed in writing.

10. Severability Clause

The invalidity or unenforceability of any provision of this agreement (or part of any provision) shall not affect the validity and enforceability of any other provision of this agreement. The invalid or unenforceable provision shall be amended to the extent of reflecting the original intention of the clause as closely as possible.

11. Governing Law

This agreement is based on Austrian legislation.

Effective from 1st August 2015