

## **Affiliate Program Agreement / Eligibility requirements**

All our affiliates are very important to us. We have written this affiliate agreement to have a fair and respectful relationship with you. So we ask you to bear with us as we walk you through the legal formalities.

This is a legal agreement between the affiliate (later referred to as “you”, “your” and “yours”) and Debitoor ECI Aps (later referred to as “Debitoor”, “we”, “us” and “our”). It defines the eligibility requirements you have to fulfill in order to become an affiliate.

### **General**

The Debitoor Affiliate program is offered by Debitoor ECI Aps. The program allows you to receive commissions for customer you referred to Debitoor as outlined in the commission scheme on the debitoor partner portal, or in a separate, written amendment to this agreement. If you register as an affiliate partner of Debitoor you have to agree to this legal agreement.

### **Eligibility Requirements**

Affiliates have to be at least 18 years old or fulfill the legal requirements of his/her home country to be contractually capable.

For the application as an affiliate it is necessary to fill out our partner application, stating your name, first name and a valid eMail address.

We may reject your application at our sole discretion, for example if we conclude that your site does not suite our program. We do not accept partners with websites that feature content or links to content containing

- Racism
- Radicalism
- Pornography
- Violence or glorification of violence
- Criminal activities
- Insults or defamation

Debitoor can at any time review your placement and disapprove of the use of your affiliate links. Debitoor informs the affiliate by a written notice in form of an eMail about the need to change the placement of the links and the affiliate has to make the necessary changes immediately.

### **Tracking, reporting and payouts**

Debitoor is using a third party, “Tapaffiliate”, to handle tracking and payment. In order to participate in the affiliate program, you need to create an affiliate account via the partner

registration form. In your account you have access to reports and an overview of your commissions.

### **1. Cookies**

Cookies expire after 45 days - any purchase by a user to be credited to the affiliate needs to happen within the first 45 days after clicking on an affiliate link.

### **2. Payouts**

Payouts are only made, if a customer has been referred to Debitoor via the affiliate link provided by the Debitoor Affiliate program and has become a paying customer within 45 days after clicking on the affiliate link for the first time. The referred customer needs to be a real person and commissions cannot be collected for the same person twice.

If a customer has been referred by the affiliate, but the payment fails and the money cannot be collected, no commission will be paid out.

Debitoor will do payouts on a monthly basis and as soon as the affiliate has reached more than 50 Euros in approved commissions.

### **3. Promotion restrictions**

Any promotion that mentions Debitoor could be seen as a joint effort by the public. Therefore, we prohibit certain forms of advertising:

- We cannot accept any form of advertisement that would be perceived as “spamming” and could damage our reputation.
- You cannot use unsolicited commercial e-Mail, as it is generally prohibited.
- You can also not advertise misrepresenting or concealing your identity, name, domain or return email address.

You must clearly state at any time that you are independent from Debitoor.

You are not allowed to bid exclusively or among other keywords on any keywords containing “Debitoor” (e.g. “Debitoor”, “debitoor.de”, “Debitoor invoicing”). It is also prohibited to bid on misspellings or alterations of “Debitoor” (e.g. “debitor”) be it separately or together with other keywords. Any such biddings directing traffic to the affiliate’s website prior to redirecting it to Debitoor will be considered a trademark violation and affiliates will be banned from the program.

It is also not allowed to bid on any keywords related to the branding of any competitors of Debitoor.

The affiliate is not allowed to use “debitoor” as a part of his main web domain.

Affiliates are also not allowed to transmit any so-called “interstitials,” “Parasiteware™,” “Parasitic Marketing,” “Shopping Assistance Application,” “Toolbar Installations and/or Add-ons,” “Shopping Wallets” or “deceptive pop-ups and/or pop-underers” before users that click on the affiliate link have fully exited the affiliate’s website.

If this agreement is terminated because of a violation of the promotion restrictions, no pending payments will be paid out to the affiliate.

Any promotional material that the affiliate receives from Debitoor cannot be distributed to third parties.

### **Confidentiality**

All information disclosed during the negotiation or by the effective term of this agreement will remain strictly confidential.

### **Limits of Liability**

Except in the case of fraud, Debitoor’s liability is limited to the payments received or due from the partner under the Agreement over the last 12 calendar months.

Partners are independent business partners of Debitoor and act on their own behalf. Affiliates are not allowed to act in Debitoor’s name or pretend to be an employee of Debitoor.

Debitoor is not liable for any illegal activity of the affiliate or for any activity contradicting this agreement.

### **Termination & Modification**

Debitoor is allowed to change and amend the terms of this agreement at any time. Debitoor will inform you about any changes with a notice period of 14 days. If you do not agree with the changes, you can end the agreement.

Debitoor has the right to cancel, reverse or pause the agreement at any time. For example in case of a breach of contract. Debitoor can also disapprove of an application.

You can also cancel the agreement at any time, by giving a written notice in form of an e-Mail to [team@debitoor.com](mailto:team@debitoor.com).

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