

# TERMS & CONDITIONS

## 1&1 Internet Inc. – Special Terms & Conditions for the 1&1 Affiliate Program

### 1. Forward

These special program terms are in addition to the general terms & conditions of the Network's Affiliate Program. These special conditions also govern obligations of 1&1 Affiliates.

### 2. Definitions

The following terms are defined for the purposes of this agreement between 1&1 and the Affiliate:

- **Account:** legitimate participation in the 1&1 Affiliate Program pursuant to registration by the Affiliate with full and accurate indication of the content registration information – including the indication of the main domain and the applicable substantive description of the Affiliate site.
- **Valid Click:** a click is valid if a User on a Affiliate website voluntarily and knowingly clicks on a tracking link for the 1&1 Affiliate Program and is directed to the 1&1 website. Determination of valid clicks is based on the 1&1 transaction log system and verified by 1&1 with reasonable discretion.
- **Valid Sale:** a sale is valid when a User makes a valid click on the 1&1 website and voluntarily and knowingly buys contract products subject to charge. Valid sales are determined like valid clicks using the 1&1 transaction log system and verified by 1&1 with reasonable discretion.
- **Tracking-Link:** employed by the 1&1 Affiliate Program for use by the Affiliate such that the Affiliate may present content on its website identifying reference to the 1&1 website. The link is used exclusively by Affiliates in its unchanged form.
- **Tracking-Cookie:** with a valid click on a tracking link, a tracking cookie is downloaded on the User's computer if permitted by the browser settings. The tracking cookie contains information about the last valid clicks and, through the 1&1 transaction log system, can be used to retroactively credit the valid sale of a Affiliate.
- **Pay-Per-Sale Affiliate Program (pay per Valid Sale):** by implementing a 1&1 tracking link on the Affiliate website and forwarding visitors from the Affiliate website to the 1&1 website via a valid click, thereby arranging the sale or use of 1&1 contract products, the Affiliate is entitled to payment corresponding to the current compensation table.
- **User:** any natural person who voluntarily and knowingly, without coercion or deception from the Affiliate or third-party compensation, with the exception of a 1&1-designated bonus system, visits the Affiliate website and, subsequently through a tracking link, the 1&1 website.
- **Contract Products:** are paid goods or services to be offered by the Affiliate under this pay-per-sale Affiliate Program to the User.
- **Affiliate Website:** English-language webpages of the Affiliate, whose content is reviewed by 1&1 at the time of the Affiliate's registration, located on the given or registered (main) domain or another domain or subdomain if content is identical to the designated main domain of the registered account.
- **1&1-Site:** is the specified URL of 1&1 Internet Inc., pointed to by the Affiliate tracking link, under which 1&1 sells contract products and promotions online per the general terms of the Affiliate Program.

### 3. Commissions

3.1 1&1 pays commissions for Affiliate services, the amount to be determined by the current compensation table of this agreement.

3.2 The commissions referred to in the compensation table equals net price plus value added tax, where applicable.

3.3 Multiple commissions for contract products from pay systems other than 1&1 are prohibited. Only net contracts where the contract is activated are considered eligible sales.

3.4 1&1 determines amount of compensation according to market conditions, with reasonable discretion. Changes in commissions occur at the beginning of the calendar month with a prior notification period of two weeks. Contracts already in effect are excluded from the revised compensation rates.

3.5 A payment claim occurs when a contract generated through a Affiliate is carried out over a period of at least 60 days. Payment claim is possible only when the Customer provides payment to 1&1 for contracted products for a period of 60 days (the minimum period). Previous periods (up to three months) where the Customer was released from, or credited for, the monthly fee, for example as part of a promotion, are not counted towards the minimum payment period described here.

### 4. Tracking and Reporting

4.1 The placement of tracking cookies occurs only after a valid User clicks on a 1&1 advertisement which takes the User to the destination website through a hyperlink. 1&1 reserves the right to allow individually selected Affiliates exemption from these tracking cookies. Any registration differing from this agreement requires a separate written consent from 1&1.

4.2 The duration of the tracking cookie is 30 days. Per the requirements of Section 4.1, a tracking cookie can only be overwritten by a new cookie ("last cookie wins" logic).

### 5. Rights of the Affiliate

5.1 Mediated contracts for products are exclusively between the Customer and 1&1. 1&1 reserves the right to refuse Customers from its Affiliates.

5.2 The Affiliate is not entitled to accept offers, make or answer statements, or act on behalf of 1&1.

5.3 Contract design and settlement with the End Customer is the sole and absolute decision of 1&1. If the contract with the End Customer, through acts or decisions of 1&1, is prematurely terminated or otherwise not fully implemented, the Customer will have no right to objections or claims regarding possible recovery of compensation.

## 6. Obligation of Affiliates to 1&1

6.1 The Affiliate is under obligation, using all technical possibilities, to design and present its website, including all entries in search engines, directories, and link lists, to third parties in such a way that only valid User clicks and/or valid sales are generated on the 1&1 website.

6.2 1&1 provides the Affiliate with the required tracking links together with the URL of each page of the site. The Affiliate is not permitted to change the 1&1-provided HTML code or banner. The provided advertising materials may only be used on the websites of Affiliates. The use of this advertising is only permitted in connection with this agreement. Any disclosure of information or advertising to third parties is not permitted.

6.3 The linking of advertising material shall be allowed only on defined 1&1 landing sites (so-called "landing pages").

6.4 In addition to paragraph 6.2, the use of names, registered and unregistered trademarks, service marks, and/or logos of 1&1 is generally permitted only if the Affiliate receives prior consent from 1&1. In particular, the Affiliate is not permitted to use the brand called "1and1", even in a modified spelling, as part of a domain or subdomain. The Affiliate is obligated to ensure its website does not violate intellectual property rights, including copyrights, as well as any applicable laws pertaining to data protection.

6.5 The use of the name, registered and unregistered trademarks, or service marks of 1&1 in search engine marketing is not permitted. The advertising of branded keyword "www.1and1.com" with the visible URL, other 1&1 business domains, and so-called "Keyword Typos" are not permitted. Moreover, it is not permitted to link directly from search ads to the 1&1 site.

6.6 Regarding the optimization of its website, the Affiliate must comply with relevant guidelines of search engines, especially for pages which link to the landing page of the 1&1 Affiliate Program. Any techniques performed only for the purposes of improving the search engine ranking of the Affiliate site or which are misleading to the User, or which are of no use are prohibited. The uses of special hidden text or links, irrelevant keywords, unnecessary repetition of substantially identical content on multiple pages or under subdomains and domains, and "doorway pages" that are optimized for search engines ("cloaking") are inadmissible in this context.

6.7 The sending of e-mails by the Affiliate with advertisements for 1&1 is permitted only in accordance with legal requirements.

6.8 The Affiliate is obligated to include a provider ID with business offers. The Affiliate is obligated to ensure its website is in accordance with all laws regarding consumer protection. Violence, sexually explicit or pornographic content, discriminatory statements and representations with respect to race, sex, religion, nationality, disability, sexual orientation, or age are not allowed on the website of the Affiliate and/ or in connection with participation in the Affiliate Program. In particular, advertising without permission on sites that distribute royalty-proprietary content such as music or videos (for example, P2P sites or file-sharing services) is prohibited. The design of the Affiliate website is not permitted to negatively affect the reputation of 1&1 or the reputation of its good or services, brands, or business activities.

6.9 1&1 is intent on conveying a clear brand image for its End Customers. The Affiliate is not permitted, without written consent from 1&1, to tie in and/ or combine 1&1 products with its own offers or offers from third parties and advertise or offer them as retail items to the End Customer.

6.10 An Affiliate is not permitted to load the 1&1-shop in an iFrame within its website.

6.11 The above provisions also apply to Affiliate referrals through links to third-party sites.

6.12 The Affiliate can place the tracking link for the 1&1 site on its website at any time in any number. 1&1 may, however, require Affiliates to change the placement of the tracking link if it affects the reputation of 1&1 business activities, goods or services, or the 1&1 brand name.

## 7. Confidentiality

7.1 Unless otherwise provided for in this agreement or without written consent of the other party, all information which the collaborating parties contribute to this transaction, including the rules of the agreement, commercial and financial information, customer and vendor list data, and pricing and sales information, is treated as strictly confidential.

7.2 Under this agreement, information gained about Customers/Users may only be used for billing purposes by Affiliates of 1&1. Other uses, particularly for marketing or sales purposes, are not permitted.

Status in 2013 –  
Special terms and conditions may be subject to change.



[www.1and1.com](http://www.1and1.com)