

## 1. Preamble

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:

- ▶ **1&1-site:** 1&1' Internet offer at the exact URL under which 1&1 sells or advertises the contractual products online and to which the tracking link to be used by the Affiliate refers in accordance with the provisions of the Affiliate Program.
- ▶ **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.
- ▶ **Contract Products:** are services to be offered by the Affiliate under this pay-per-sale Affiliate Program to the User.
- ▶ **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 services, the Affiliate is entitled to payment corresponding to the current compensation table.
- ▶ **Tracking-Cookie:** when a valid click is made on a tracking link, a tracking cookie is downloaded on the User's computer. The tracking cookie contains information about the last valid clicks which enables 1&1 to credit a valid sale through the 1&1 transaction log system.
- ▶ **Tracking-Link:** used by the 1&1 Affiliate Program, which enables the Affiliate to reference the 1&1 website on their website. The link is used exclusively by Affiliates.
- ▶ **User:** any natural person who voluntarily and knowingly, visits the Affiliate website and, subsequently through a tracking link, the 1&1 website.
- ▶ **Valid Click:** a click is valid if a User on an 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.
- ▶ **Valid Sale:** a sale is valid when a User makes a valid click on the 1&1 website and signs up to a service. Valid sales are determined by using the 1&1 transaction log system and verified by 1&1.
- ▶ **Website (of the Affiliate):** Website is the Internet offer of the Affiliate written in English language under the specified and registered (main) domain with the content checked by 1&1 upon registration of the Affiliate or another domain or a subpage if it was assigned to this main domain in the Account and is identical in content.

## 3. Remuneration

- 3.1** 1&1 pays remuneration for the Affiliate programme. The amount received by the User is determined by the compensation table.
- 3.2** The remuneration referred to in the compensation table equals net price plus value added tax, where applicable.
- 3.3** Multiple remunerations 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 the amount of remuneration paid to the User. Changes in remuneration 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** Typically, a payment is made to the User 75 days after their contract is activated and payment is made to 1&1.

## 4. Tracking and Reporting

- 4.1** 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.
- 4.2** The duration of the tracking cookie is 30 days. Per the requirements of Section 8.2, 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 „1&1“, 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.co.uk" 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.

**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** 1&1 is intent on conveying a clear brand image for its End Customers. 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. 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** 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.

**6.10** All affiliates must comply with the FTC guidelines. Failure to do so may result in removal from our affiliate program and the cancellation of all outstanding commissions owed to the affiliate.

## 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.