



Advertiser Terms & Conditions

AFFILIGAY offers you (the Advertiser) the opportunity to distribute affiliate programs with registered Publisher. The following terms and conditions are binding for all sales and services provided by AFFILIGAY.

Definitions:

Valid View (Impression):

A valid view is generated when an Advertiser ad is presented on the Publisher's web site.

Valid Click

A valid click is generated when a user voluntarily clicks on an Advertiser banner ad or link which is placed on the Publisher's web site and which direct the user to the Advertiser web site. Repeated clicks from the same user (IP) following within a set time frame, self clicks by the Publisher and clicks through advertisements which have been changed by the Publisher or links which do not directly represent the Advertisers product or service described in his affiliate program are not valid clicks.

Valid Lead:

A valid click is generated when a user voluntarily clicks on an Advertiser banner ad or link which is placed on the Publisher's web site, directing the user to the Advertiser's web site followed by a specific action.

Valid Sale:

A valid sale is generated, when a user clicks on an Advertiser banner ad or link which is placed on the Publisher's web site, directing the user to the Advertiser's web site followed by a purchase of a product or service.

All valid views (Impressions), clicks, leads and sales will be automatically verified/registered by AFFILIGAY's tracking system.

With his registration the Advertiser agrees on the following terms and conditions

1. Advertiser warrants to AFFILIGAY and Publishers the accuracy of his details and information provided within the platform.
2. AFFILIGAY offers his registered Publishers the opportunity to join the Advertiser's affiliate and promotion program's. Any Publisher application must be either accepted or denied by the Advertiser within 2 weeks. Publisher approvals and programs might be cancelled by the Advertiser at any time. Publisher will be informed about such action by electronic mail.
3. There is general no obligation to participate in the Advertiser's affiliate program. Should the Publisher decide to participate each accepted offer shall constitute the formation of a separate program contract in compliance with Advertiser's set rules and payment offer.
4. All affiliate program promotion are made exclusively through the Publisher as an independent individual or company which is not derived to or employed by AFFILIGAY.
5. AFFILIGAY offers Advertisers to operate their affiliate program by Views, Clicks, Leads oder Sales or a combination thereof.
6. The net payment to AFFILIGAY is the net commission paid to the Publisher plus an additional AFFILIGAY commission of 20% of the Publisher commission. Advertiser is required to deposit a minimum balance to his account which may vary from affiliate program provided.
7. Valid transactions are credited instantly to AFFILIGAY and debited to the Advertiser's account.

8. Leads and Sales are registered instantly. Advertiser must approve registered Leads and Sales within 60 days or, raise reasonable complaints against these in order to reject them. If no action is taken on registered sales within named time frame they will become valid automatically on the 61st day after registration.
9. Advertiser must provide all advertisements and links for participation in his affiliate program to the AFFILIGAY platform and the Publishers
10. Advertiser must provide a web site which does comply with national and international laws and which does not infringe third party rights. Advertiser shall ensure that he complies with Data Protection Act.
11. The agreement between AFFILIGAY and the Advertiser can be terminated any time upon 3 days written notice.
12. AFFILIGAY has the right to deactivate Advertiser access if no affiliate program has been offered within the last 6 months. Remaining account balance will be transferred to the Advertiser.
13. Without prejudice to any of the parties other rights and remedies, either AFFILIGAY or the Advertiser may terminate this agreement immediately by written notice.
14. All registered Publishers have agreed AFFILIGAY to structure their web sites in a way that maximises Views, Clicks, Leads oder Sales of AFFILIGAY's Advertisers. They also agreed on not to change Advertiser's banner ads and/or links and to comply with applicable laws and that they do not infringe third party rights.
15. AFFILIGAY cannot be held responsible for any Publisher's action.

The translation of Terms and Conditions in various languages is for courtesy. Precedently is the origin version in German language. Should any single paragraph of these Terms and Condition be or become ineffective, this shall be without prejudice to the remaining paragraphs.