



Publisher Terms & Conditions

AFFILIGAY offers Advertisers the opportunity to distribute affiliate programs with registered Publishers. 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 a 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 Publisher agrees on the following terms and conditions

1. Publisher warrants to AFFILIGAY and Advertisers the accuracy of his details and information provided within the platform, including his web site (url), from which traffic will be generated to Advertisers.
2. AFFILIGAY offers his registered Publishers the opportunity to join the Advertiser's affiliate programs. Publisher must apply individually for each program. 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 promotions are made exclusively through the Publisher as an independent individual or a company which is not derived to or employed by AFFILIGAY.
5. Affiliate program services are brought to AFFILIGAY and the Advertiser by the Publisher through Views, Clicks, Leads or Sales or a combination thereof which are generated from the Publisher's registered web site according to Advertisers program conditions.
6. Views and Clicks which do not direct users to the Advertisers web site or which are generated by traffic machines or forced are not valid and maybe terminate the Publisher account.
7. Valid View and Click transactions are credited instantly to the Publisher's account.

8. Leads and Sales are registered instantly until approved or rejected through the Advertiser and his program conditions.
9. Payments to Publishers are made on request on the 15. of the following month the request was made. Payments can be made only if the account balance is above € 25,-. Publisher must pay for all transfer fees. There is no interest paid on Publisher's account balance.
10. Payments may not be approved by AFFILIGAY. In the event that credits and/or transactions are incorrect or received through manipulation AFFILIGAY has the right to charge back to the Publisher's account, deduct from payments or request a pay back.
11. Payment will be made from Advertiser's deposit. Advertisers are responsible to cover all Publisher's commission. In the event that an Advertiser deposit does not reach the total of all Publisher commissions AFFILIGAY will pay all Publishers an accurate portion. If the Advertiser does not complete the remaining commission within a set time frame, AFFILIGAY may transfer the incasso rights to the Publisher who may collect his remaining balance directly from the Advertiser.
12. Publisher must provide a web site which does comply with national and international laws and which does not infringe third party rights.
13. The Publishers agrees to structure his web sites in a way that maximises Views, Clicks, Leads oder Sales of AFFILIGAY's Advertisers. He also warrants not to change Advertiser's advertisements and/or links and to comply with applicable laws and that he does not infringe third party rights.
14. E-Mails with Advertiser banner ads or links may only be send according national and international laws.
15. AFFILIGAY and Advertiser may require a change in Publisher's web site (i.e. placement) of the Advertiser's provided material
16. The agreement between AFFILIGAY and the Publisher can be terminated any time upon 3 days written notice.
17. AFFILIGAY has the right to deactivate Publisher access if Publisher has not participated in at least one affiliate program or did not generate transactions within the last 6 months.
18. Without prejudice to any of the parties other rights and remedies, either AFFILIGAY or the Publisher may terminate this agreement immediately by written notice.
19. Remaining account balance will be transfered to the Publisher only if minimum payout balance has been reached.
20. In general AFFILIGAY cannot be held responsible for any Merchant'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.