

# GTC (General Terms and Conditions) PUSH components Affiliate-Program

Thank you for wanting to become part of our PUSH components affiliate program. By registering as an affiliate in the PUSH components affiliate program, you agree to the following terms and conditions. Please read this document carefully before submitting your application as it describes many aspects of our future business relationship. These terms and conditions constitute a legal agreement between PUSH components Schindelka & Dann GbR and you.

# 1. General provisions

- **1.1** These General Terms and Conditions (GTC) govern participation in the partnership program of PUSH components Schindelka & Dann GbR (hereinafter referred to as "PUSH components").
- **1.2** By registering for the PUSH components Affiliate Program, the participant (hereinafter referred to as "affiliate") accepts these GTC.
- **1.3** PUSH components reserve the right to change the GTC at any time. The affiliate will be notified of any changes by e-mail and will be deemed to have accepted them if the affiliate continues to use the program.

### 2. Conditions of participation

- 2.1 Natural persons of legal age are eligible to participate.
- **2.2** The affiliate undertakes to provide truthful information as part of the registration process.
- **2.3** PUSH components reserves the right to reject applications without giving reasons or to exclude affiliates from the program if there is a violation of these GTC, legal regulations or the integrity of the program.
- **2.4** A partnership only comes into being with the official activation by PUSH components. This activation can be revoked at any time and without giving reasons. Access to your partner account is only possible with your login details. You are responsible for keeping your login details confidential.
- 2.5 Please note that providing false information in the application and in your affiliate account may result in account suspension (which suspends participation in the program)

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and/or immediate termination of the agreement (which means closure of the affiliate account) and loss of all outstanding commissions.

#### 3. Duties of affiliates

- **3.1** Affilates undertakes to always design the advertising environment in accordance with the currently valid legal regulations, in particular with regard to competition law, data protection law and the obligation to label advertising.
- **3.2.** The advertising material and affiliate content provided by PUSH components may not be published in the context of illegal, violent, racist, pornographic, discriminatory, offensive or youth-endangering content. Advertising via or on file-sharing portals, warez sites, adware or forced-click programs is also prohibited. In particular, so-called "cookie stuffing" or "cookie dropping" to generate site visits or sales is strictly prohibited.
- **3.3** All sales or leads generated through the affiliate program must result from authentic marketing activities. Affiliates may not use methods that disguise the origin of customers or give the impression that the acquisition is due to their marketing activities when this is not the case.
- **3.4** Violations of the obligations described in this section, in particular cookie stuffing, the creation of fake landing pages or the manipulation of affiliate tracking, are considered serious fraud. In such cases, PUSH components reserves the right to take the following measures:
  - Immediate blocking of the affiliate account
  - Withholding of all commissions generated up to that point
  - Assertion of claims for damages
  - Legal steps

### 4. Use of advertising materials on websites/social media platforms

- **4.1** The advertising material provided by PUSH components may only be integrated on the social media channels, websites or other digital platforms specified in the application and approved by PUSH components. For use on other channels, these must be registered separately and approved by PUSH components.
- **4.2** The following publisher models/advertising types and websites/platforms are generally excluded: Websites/channels with pornography, depictions of violence, insults, extremist, radical political or youth-endangering content. Websites/channels that contain or install dialers and/or spyware on the user, websites/channels that contain discriminatory, insulting or defamatory statements regarding race, gender, religion, nationality, disability, sexual orientation or age, content that violates common decency and applicable laws or the rights of third parties., doorway pages, "under construction" websites without their own content,



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paid mail systems or paid home pages, banner networks, typo domains.

- **4.3** Only advertising material provided by PUSH components for this partner program may be used. Self-created advertising material must be demonstrably released and approved by PUSH components.
- **4.4** Product data may only be used for the promotion of PUSH components products within the scope of this partnership. Use for Google product search, other price comparisons or similar purposes is prohibited.
- **4.5** The use of the above advertising methods must always be in accordance with the applicable local and international laws. Violations will result in immediate exclusion from the affiliate program and legal consequences.

# 5. Tracking and cookies

- **5.1** Cookies may only be set when a user clicks on one of the advertising media provided by PUSH components. It is strictly forbidden to set cookies by clicking on the close button, on mouseover or by loading the PUSH components website invisibly. This means that no pop-ups, pop-under, frames, iframes or layers may be used in this context that set a cookie for the user without the user's active participation.
- **5.2** A tracking cookie with a validity period of 30 days is set for the allocation of sales to the affiliate account. This means that a commission is only paid for purchases that are successfully completed within this 30-day period after the user clicks on the affiliate link. After this period has expired or if the user deletes the cookie, no more sales can be assigned to the affiliate account and therefore no commission can be paid.

#### 6. Remuneration

- **6.1** The affiliate receives a commission for each qualified sale generated via the individual affiliate link.
- 6.2 The amount of commission is determined in the affiliate dashboard.
- **6.3** Payouts are made from a minimum amount of €50, provided there are no outstanding violations of these GTC. Furthermore, a payout is only possible if the affiliate has independently entered the payment details.
- **6.4** Refunds, cancellations, non-compliance with the permitted advertising methods and cases of fraud exclude any claim to remuneration. No remuneration or expense allowance will be granted in such cases. In the event of suspected fraud, the use of unauthorized advertising methods or a breach of these GTC, the provider is entitled to terminate the



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business relationship with immediate effect and to block the affiliate account immediately.

- **6.5** You can specify the desired payout method in your affiliate dashboard. Currently, only PayPal is available to you. As soon as there are alternatives, the payout method can be adjusted in the affiliate dashboard.
- **6.6** PayPal charges transaction fees when receiving payments. These fees are deducted directly from the commission amount before it is credited to the PayPal account. The exact amount of these fees is determined by PayPal and can be viewed on their website. PUSH components does not pay these fees; they are to be borne by the affiliates.

# 7. Liability

- **7.1** PUSH components is not liable for technical malfunctions that may affect the tracking of affiliate links or the proper use of the program.
- 7.2 The Affiliate is solely liable for the legality and content of its advertising measures.
- 7.3 The provider accepts no liability for the affiliate's loss of income.

#### 8. Contract term and termination

- **8.1** Participation in the partnership program begins with the confirmation of registration and runs for an indefinite period.
- **8.2** Both parties may terminate their participation in the partnership program at any time without giving reasons. Notice of termination must be given in writing or by e-mail.
- **8.3** In the event of termination, any outstanding qualified commissions shall be paid out, provided they reach the minimum amount in accordance with point 6.3.

### 9. Data protection

- **9.1** PUSH components undertakes to protect the Affiliate's personal data in accordance with the applicable data protection laws (GDPR).
- **9.2** Personal data (e.g. name, contact details, commission data) is processed as part of the affiliate program. The details of data processing are described in our privacy policy, which is an integral part of these conditions of participation. The Affiliate confirms that he/she has read and understood this Privacy Policy.

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# 10. Final provisions

10.1 Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.

10.2 The law of the Federal Republic of Germany shall apply.

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