

AFFILIATE AGREEMENT with ExpoTor.com

This Agreement is made the day set out below by and between

1. ExpoTor GmbH, located in Bochum, Germany, a company incorporated in and according to the law of Germany whose registered office is in Bochum, hereinafter referred to as "ExpoTor", and
2. "You", "the Affiliate" partner

WHEREAS

- A. ExpoTor has developed and operates a service, which allows You to earn a commission from the transactions generated by the Affiliate.
- B. In order to use the service You must accept the conditions of this Agreement and become authorised as an "Affiliate". Please read this Agreement carefully. You are not allowed to use the service if You do not accept the provisions of this Agreement.

Now therefore, You hereto agree to the following bindings terms of the agreement.

1. Definitions

The following terms when used in this Agreement shall have the following meanings:

1. "Transaction/sale" - means a Visitor who is connected to a Linked Website by the Affiliate and who has completed an agreement to buy a product, service or anything else supplied on the Linked Website.
2. "Affiliate Program" - is a program owned and operated by ExpoTor for a company on ExpoTor's website which the Affiliate can join.

2. The Service

1. The Affiliate is allowed to place ExpoTor.com links on his website or social media
2. The Affiliate is allowed to place ExpoTor.com links in emails.
3. Any Affiliate Program may be amended or terminated at any time. The Affiliate must comply with the requirements of the Affiliate Programme including in particular any stipulations as to the nature and content of the Affiliate's services and the use of third party or other Affiliates trade marks and logos.

4. ExpoTor reserves the right to modify, amend, change or terminate ExpoTor's service. The Affiliate will be notified of all such changes by e-mail or by an announcement on ExpoTor's website. If the Affiliate does not accept the changes the Affiliate must immediately cease to use the service and delete all links to Linked Websites.

3. Obligations of the Affiliate .

1. The Affiliate hereby undertakes to comply with all applicable EU- and national laws and regulations in force from time to time including, but not limited to, the EU-directive 2002/58/EC.
2. If the Affiliate is a natural person he must be at least 18 years of age. If the Affiliate has not reached the age of 18 a parent must give his consent to the registration to ExpoTor's service and the registration of an Affiliate below the age of 18 without parental consent will be ineffective.
3. The Affiliate warrants that the information furnished to ExpoTor about himself and his website is correct, complete and sent in due order and that the information corresponds to actual facts. The Affiliate must notify ExpoTor immediately of any changes in the information by updating the information about him on ExpoTor's website. If the Affiliate is a limited company ExpoTor must be provided with the Affiliate's full registered name, company registration number, registered office, trading address if different and VAT number if registered.
4. The Affiliate warrants either that the rights to all information and productions on the Affiliate's website belong to the Affiliate or that the owner of the rights to the information and productions on the Affiliate's website has given his explicit permission to their publication there. The Affiliate also warrants that the information and productions on the Affiliate's website do not infringe any rights of third parties, including intellectual property rights, and that such information and productions are not offensive, prohibited or questionable in any way.

4. Obligations of ExpoTor

1. ExpoTor must control the transactions weekly and pay the commission via Paypal or other payment channel the Affiliate wants.
2. ExpoTor will collect and pay to the Affiliate all amounts due to him arising from this Agreement.

5. Remuneration

1. The conditions of remuneration for each Affiliate Program are 1.9% of each transaction generated by the Affiliate. VAT (if applicable) is added to the remuneration shown on ExpoTor's website.
2. Nothing in this Agreement shall create or be deemed to create, a partnership or relationship of employer and employee between ExpoTor and the Affiliate.
3. Payment to the Affiliate will be made direct to the Affiliate's bank account or Paypal.
4. The Affiliate is responsible for the payment of all tax, bank fees, and national or international insurance payable on any payments made to him by ExpoTor.

6. Limits on ExpoTor's Liability

1. ExpoTor cannot guarantee or warrant the performance of ExpoTor's service or the links to any linked websites.
2. ExpoTor shall not be liable for costs and damages incurred by the Affiliate arising out of this Agreement unless caused directly by the negligence of ExpoTor in providing its service. ExpoTor shall not in any circumstances be liable for indirect or consequential damages and costs incurred by the Affiliate for any reason whatsoever.
3. ExpoTor will not be liable for defects in the service, interruptions in the accessibility to the service, infringements on data or loss of data on the information handling system, defects in the security system or viruses or other harmful software components in ExpoTor's service or for any damage caused by viruses or components to the service, the Affiliates software and/or the Affiliate's website. ExpoTor shall not be liable for any error in the implementation of the links on the Affiliate's website or for the specified function of the links.
4. ExpoTor shall not be liable if companies, which have registered Affiliate Programs at ExpoTor, do not fulfil their obligations according to their Affiliate Programs and ExpoTor shall not be liable in any way for any agreements made directly between the Affiliate and such companies.

7. Term and Termination

1. This Agreement shall come into force upon Your acceptance as an Affiliate and shall remain in effect until terminated.

2. The Affiliate is entitled to terminate this Agreement with immediate effect at any time. The Affiliate must cease to use the service immediately upon the termination of this Agreement and delete all links to Linked Websites.
3. ExpoTor is entitled to terminate this Agreement and/or suspend the Affiliate from ExpoTor's service or from a certain company's Affiliate Program if:
 1. ExpoTor considers the Affiliate service inappropriate in any way.
 2. ExpoTor is requested to do so, for any reason, by a company to whose Affiliate Programme the Affiliate is registered.
 3. The Affiliate acts fraudulently or illegally in any way.
 4. The Affiliate does not comply with any law or regulation.
 5. The Affiliate has not generated any transaction for a period of six (6) months.
4. This Agreement expires immediately on termination and no remuneration will be paid to the Affiliate for the Affiliate Program or Programs in question.

8. Indemnity

The Affiliate shall keep ExpoTor indemnified against any claims for damages or other claims for compensation arising from the contents of the Affiliate's website or any incorrect information given to ExpoTor by the Affiliate. The Affiliate shall also compensate ExpoTor for any other damages or costs caused by the Affiliate's improper, negligent or unauthorised use of ExpoTor's service and technical problems or loss of data caused by the Affiliate on ExpoTor's website or on any website to which the Affiliate is linked by ExpoTor.

9. Assignment of the Agreement

The Affiliate may not assign or pledge his rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of ExpoTor. The Affiliate agrees that ExpoTor may assign its rights and obligations under this Agreement and divulge or transfer information about the Affiliate's website, e-mail etc to any third party.

10. Consent

The Affiliate consents to the publication of the Affiliate's name and web address etc at ExpoTor's website and to ExpoTor sending newsletters etc to the Affiliate's e-mail address and using the information given by the Affiliate for marketing purposes.

11. Severability

If any provision of this Agreement or part thereof should to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary amendment of the Agreement in order to achieve the interests and objectives of the parties prevailing at the time of execution of the Agreement.

12. Intellectual Property Rights

ExpoTor owns all copyrights, trademarks, intellectual property rights, know-how or any other rights connected to the service or software necessary for the service. The Affiliate does not acquire any rights or licences whatsoever under this Agreement other than to use links to Linked Websites on the terms of this Agreement.

13. Applicable Law

1. This Agreement shall be governed by, and construed in accordance with the laws of Germany.
2. If any dispute arises out of this Agreement the Parties will attempt to settle it by mediation in accordance with the Model Mediation Procedure of the Centre for Dispute Resolution ('CEDR') or such other mediation procedure as the parties may agree in writing.
3. To initiate the mediation one Party must give notice in writing ('the ADR Notice') to the other Party requesting a mediation in accordance with this clause. The mediation is to take place not later 28 days after the giving of the ADR Notice. If there is any issue upon which the Parties cannot agree within 14 days after the giving of the ADR Notice, CEDR (or such other mediation body as the Parties may have agreed) will, at the request of either Party, decide the issue for the Parties, having consulted with them.

Stand March, 2018