

Your Program Terms and Conditions

Notes: Please Read Before Completing

1. Why Do I need To Complete This Form?

Affilinet's publishers are bound by general terms and conditions that dictate how they can operate on our network. These can be viewed here:

http://www.affili.net/en/Portaldata/1/Resources/portal_en/downloads/TermsAndConditions_Publisher_EN.pdf

However, each program and each merchant is different, so these additional terms and conditions allow you to exactly define:

- The scope of activity affiliates will be allowed to undertake in order to promote you
- What your affiliates can expect in return and how affilinet can optimise your program

These terms and conditions form the basis of your relationship with your publishers, and will be the first point of reference in the event of any dispute. As such, publishers **MUST** agree to the terms when they apply to your program.

In order to make the process as easy as possible, we have provided the following form so that merchants do not have to create their own terms and conditions from scratch. The completed form will give a final set of program conditions that comply with IAB requirements.

2. How Do I Complete The Form?

Please keep in mind that the table below will be hosted as a linked PDF from the program description. Therefore, whatever is included in the table, the publisher will see. Please:

- Avoid excessive jargon or acronyms
- Use clear language
- Be unambiguous and concise
- Add extra information when necessary- if a publisher is not given full terms and conditions, then they cannot be expected to comply with them!
- Replace any **orange text** with your own responses

It is recommended that you view your terms and conditions from the point of a publisher who is interested in promoting you. Be realistic, as overly demanding conditions will reduce the attractiveness of your program.

If you are unsure of any of the sections feel free to ask your Sales Manager or Account Manager. Once your program has launched, you can still change your program terms if necessary, however you must give your affiliates 30 days notice.

3. Explanation of Sections-

This is intended as a guide as you progress through the form.

Action Description

This may be as simple as “a completed sale”, however you must specify exactly when you define a sale or a lead to be complete.

For lead based programs, the lead may only be valid if the after an opt-in, or when the customer has performed a specific action. Essentially, an affiliate must be made sure of exactly what they will be paid for.

Validation Criteria & Period

Once sales or leads (known as “orders”) have been generated, please explain the criteria by which these may be confirmed or cancelled. (e.g. item returned, customer did not perform required action, etc) . For example, a completed sale may only be valid after the item has been delivered, or after the return policy has expired.

Please also define the timescales that you intend to validate your orders. This is important as it determines how long affiliates wait to be paid!

Cookie Period & Commission Structure

This is to ensure clarity from a publisher perspective. If your commission structure is too complex to include on this form, you may use a separate document.

De-Duplication Policy

Please detail what (if any) de-duplication policies will be in place. For example, will affiliates sales be de-duplicated against other channels such as search, display, retargeting or other affiliate networks?

Use of Loyalty / Voucher Sites / Software Applications / Sub Affiliate Networks/ Social Media

This is to determine the type of affiliates you will allow on to your program. Please keep in mind that even if you do not offer voucher codes, voucher affiliates may still wish to join your program as a service to their user base. Software application sites may include those that utilise a downloadable toolbar to present adverts to their users. Sub affiliate networks may promote you using a network of secondary affiliates that you may not have full visibility of.

For CashBack publishers (Incentive) please state up to how many months past would you look at an untracked sales claim. For example; up to 6 months. Any claims longer than this then the untracked sales claim wouldn't be checked.

Use of Email Affiliates

Please outline whether you wish for email affiliates to promote your program, and the terms on which they can operate

PPC Restrictions

Publishers may wish to promote your program by bidding on keywords in search engines such as Google and Yahoo. This has the benefit of potentially giving you additional exposure on search engines, whilst still paying cost per acquisition rather than cost per click. As a minimum, please answer the questions in the box, adding more if needed. Also, please consider whether you wish to offer different permissions for mobile search versus standard search

URL and ad copy restrictions

Affiliates may wish to promote your program using specific URLs that may include your brand e.g. www.debenhams-clothes.co.uk. Please state if you do not wish to be promoted in this way.

Many affiliates will however require that they can use your brand as a subdirectory, as this is how many sites are organised. E.g. www.affiliatesite.com/debenhams. If affiliates are not permitted to use your brand in this way, please state so, however be aware that it may deter publishers from joining your program.

Direct Linking Restrictions

Affiliates may wish to promote your program by bidding on specific keywords in, which would link directly to your site. Please state if you don't wish to be promoted in this way, or if there is a difference in policy between brand and generic keywords.

Branding Guidelines

If there are any specific guidelines you wish to enforce with regard to the way affiliates may promote your program. For example: referring to the client in certain terms, using particular fonts, including any necessary information etc. Do keep in mind that excessive guidelines may be difficult to police and reduce the attractiveness of your programs.

Creative Restrictions

"Hard Coded" creative means that a particular creative is fixed to the publisher's web page. If a publisher picks up creative from the network interface, then the creative can be changed by the merchant dynamically. For example, this would mean that you would be able to switch from Christmas to January Sale creative without involving the publisher.

Copy Compliance

Please state any requirements for use of copy on affiliate sites. Keep in mind however, that publishers are independent parties that often have their own editorial policies and may wish to create their own copy in line with their site content.

Deep Linking

Please state whether or not you are happy for affiliates to deep link into your site. If there are any third party tracking requirements that need to be taken into account, please explain them in this section.

mCommerce & Application Tracking

If you have a mobile or mobile optimised site, or mobile application please detail exactly how they operate. This will allow us to ensure we assist you where required to integrate our tracking in the appropriate ways and inform affiliates of the set up

Regional Restrictions

If there are any territories outside of the United Kingdom where you do not wish your program to be promoted, please list them here. Also, if commission is not paid on sales made outside of the United Kingdom, please detail in this section.

Product Information

Please specify the products (or excluded) that commission will be paid out on, as well as elements of the transaction that may be excluded from commission. E.g. VAT, other taxes or delivery charges

Ramifications

In the event of a publisher breaking any of the above terms, we strongly advise that the first action would be to contact the affiliate in question to seek an agreed solution. Beyond this, please outline potential ramifications if a publisher were to break your program terms, for example, cancellation of commission and/or termination of partnerships.

4. Insert merchant name here Affiliate Program Terms & Conditions

Key Information	
Action Description	Sale is completed as soon as payment and shipping is executed and the order has not been returned within the 28 days.
Validation Criteria	Sales will be approved as long as the order has not been returned and payment has been received. The validation will be done monthly.
Validation Period	Max. validation period of 60 days.
Cookie Period	60 days
Commission Structure	10% CPO for all sales (5% for voucher-sales) 7% CPO for all cashback-/loyalty-sales incl. voucher-sales
De-Duplication Policy	De-duplication will be done by tracking-switch by last-cookie wins principle

Types of Publisher Permitted On The Program	
Use of Incentive Sites	<p>Are cashback affiliate sites permitted on the program?</p> <p>Yes</p> <p>Are loyalty (i.e. sites that offer an incentive other than cash, such as points) affiliate sites permitted on the program?</p> <p>Yes</p> <p>If the standard commission offering is tiered, can the merchant provide a fixed commission level for these affiliates?</p> <p>Yes</p> <p>If permitted, will the merchant provide a commitment to resolving any missing transactions that occur?</p> <p>Yes</p> <p><i>*Please note that Jack Wolfskin will not look at transaction queries that are older than 6 months</i></p>
Use of Voucher Codes	<p>N.B.: All Affiliates that use voucher codes must adhere to the IAB voucher Code of Conduct. For more information, please click here</p> <p>Are voucher code affiliates permitted on the program?</p> <p>Yes</p> <p>If so, can they utilise any code, or only those created specifically for the affiliate channel?</p> <p>Only codes that are created for the affiliate channel are allowed.</p>
Use of Software Application Sites	<p>N.B.: All Affiliates that use software applications must adhere to the IAB voucher Code of Conduct. For more information, please click here</p> <p>Are software application sites permitted on the program?</p> <p>Yes</p>
Use of Sub Affiliate Networks	<p>Are sub affiliate networks permitted on the program?</p> <p>Yes, but will be checked from case to case.</p>
Use of Social Media	<p>Are affiliates permitted to promote the program across their own Social Media properties?</p> <p>Yes, but will be checked from case to case.</p> <p>Are affiliates permitted to promote the program in the wider</p>

	<p>Social Media space (e.g. Facebook arbitrage)?</p> <p>Yes, but will be checked from case to case.</p>
Use of Email Affiliates	<p>Are affiliates permitted to distribute emails advertising the merchant to their own database?</p> <p>Yes, but please contact us before you apply for the affiliate-program.</p> <p>Do emails need to be approved by the merchant prior to send out?</p> <p>Yes.</p>

PPC (Search Engine Pay Per Click) Affiliates	
Use of PPC Affiliates	<p>Are affiliates permitted to bid in search engines on brand terms?</p> <p>No</p> <p>Are affiliates permitted to bid on hybrid brand + generic terms?</p> <p>No</p> <p>Are affiliates permitted to bid on misspellings and variations of the brand term?</p> <p>No</p> <p>If the merchant has restrictions, please list the exact terms that affiliates are not permitted to bid on.</p> <p>-</p> <p>Is this open to all affiliates or will a closed group be in operation?</p> <p>Regulated for all affiliates.</p> <p>Which terms are trademarked in the search engines, if any?</p> <p>-</p> <p>Are there any variations to the above for Mobile Search?</p> <p>-</p>
URL and ad copy restrictions	<p>Can affiliates use the brand name in their url?</p> <p>no</p> <p>Can affiliates use the brand name in the sub domain or directory url of their own website?</p>

	no
Direct linking restrictions	<p>Are affiliates allowed to send traffic directly to the merchant site from the PPC space in the search engines, using the merchant url as their display url?</p> <p>No</p> <p>Which search engines does this apply to?</p> <p>All</p> <p>If so, on which terms does this apply?</p> <p>-</p> <p>Is this open to all affiliates or a closed group?</p> <p>Regulated for all affiliates.</p>
Branding	
Branding Guidelines	<p>Do affiliates have to adhere to any branding guidelines, eg referring to the client in certain terms, using particular fonts, including any necessary information?</p> <p>Yes</p>
Creative Restrictions	<p>Do affiliates have to display the most up to date logo at all times from the affilinet admin system?</p> <p>Yes</p> <p>Do affiliates have to pick up creative from the network interface rather than hardcoding it?</p> <p>Yes</p>
Copy Compliance	<p>Are there any copy regulations that affiliates have to adhere to?</p> <p>Only creative from the network are allowed to use.</p> <p>What is the turnaround time expected on any changes and what notice will be given?</p> <p>Changes and turnaround times will be announced from case to case.</p>
Deeplinking	<p>Are affiliates permitted to deeplink to specific pages on the merchant site?</p> <p>Yes</p>

Mobile Tracking	
mCommerce & Application Tracking	<p>Do you have a mobile optimised website? yes</p> <p>If yes, will mobile sales be tracked/paid out to your affiliates? yes</p> <p>Does your mobile site run on the same domain as your main site? yes</p> <p>How are users redirected? Responsive design</p> <p>Is affilinet tracking on this site? yes</p> <p>Your mobile application</p> <p>Have you placed our tracking in your mobile application? We don't have a mobile app.</p>
General	
Regional restrictions	<p>Are there any regions or territories that affiliates are not permitted to target? No</p>
Product information	<p>What products on the merchant site are being tracked? All products will be tracked.</p> <p>What products on the merchant site are being paid out on? All products excl. voucher cards</p> <p>Will the entire transaction value be commissionable? Commissionable is the net price without VAT and shipping costs.</p>
Ramifications	<p>What are the consequences of any affiliate breaking Ts and Cs? Consequences will be checked individually and can lead to cancellation of partnership and generated sales</p>

The merchant agrees, wherever possible, to provide affiliates with reasonable notice period on any significant changes to the program. Examples of significant changes include, but are not limited to, commission changes of more than 25%, alterations in de-duplication criteria and program closure.