



Terms and Conditions of the Partner Programme of C&A Online GmbH

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Section 1 Scope of the agreement

1. These General Term and Conditions ('T&Cs' in the following) apply to participation in an affiliate network or Partner Programme ('C&A Partner Programme' in the following) between C&A Online GmbH, Wanheimer Straße 70, 40468 Düsseldorf ('C&A' in the following) or the agencies that set up and/or manage the partner programmes for C&A ('Agency' in the following) and the partners of the C&A Partner Programme ('Partner' in the following) that C&A operates through the sales platform ('Network' in the following) of its choice or has operated through an agency.
2. Terms and conditions of the Partner shall require the explicit written consent of C&A and shall not apply even if C&A does not oppose their applicability.

Section 2 Subject matter of the contract

1. The subject matter of these Terms and Conditions is participation of the Partner in question in the C&A Partner Programme. The Partner Programme makes it possible to place electronic C&A advertising to be released by C&A in the individual case e.g. advertising banners, text links, product recommendations and similar online advertising means of the Partner.
2. For the successful brokering of transactions (e.g. leads, sales) the Partner shall receive success-dependent reimbursement of advertising costs arising from the commission rates applicable for the individual Partner Programme of C&A or the Agency ('Commission' in the following), the amount of which depends on the individual service provided. Apart from the acquisition of C&A products ('sale'), transactions can also be a click on or view of an advertising means, subscribing to the C&A newsletter ('lead') or similar. Transactions eligible for commission are itemised in the Network descriptions.
3. The General Terms and Conditions of the individual affiliate networks ('T&Cs Network' in the following) valid at the time of conclusion of the contract and agreed between the partner and the Network shall apply as a supplement to these T&Cs. Insofar as the T&Cs Network contains provisions that are in conflict with these Terms and Conditions, these T&Cs shall be applicable by priority.

Section 3 Conclusion of the contract

1. Unless explicitly agreed otherwise, the Partners shall apply via the application procedure of the Network in question. The individual Network T&Cs shall apply to the application procedure itself.

2. C&A as well as the Agency reserves the right to refuse registrations if the content of the Partner advertising media do not comply with the goals pursued by C&A. A right of the Partner to conclude a contract with C&A or the Agency does not exist.
3. The contract shall come into force as soon as C&A or the Agency has agreed to the application of the Partner and the Partner was informed of this by e-mail.
4. Insofar as the Partner operates a number of domains and also wants to take part in the C&A Partner Programme with these, the Partner is obliged to name these domains. Effective incorporation of these domains into the Partner Programme requires explicit confirmation by C&A or the Agency and can be applied for by an e-mail without any set form sent to C&A or the Agency. Renewed registration is not necessary. Authorised domains shall be added to the Partner account at the individual Network by the Partner.
5. The C&A Partner Programme is intended for partners that provide end customers for C&A via their advertising media as part of the Partner Programme. Trade wholesalers that place orders with C&A in order to sell to the end customers are excluded from the C&A Partner Programme. Participation as a partner with the goal of reselling to end customers is only permitted with the prior written consent of C&A.

Section 4 Rights and duties of C&A or the Agency

1. C&A shall monitor and document the transactions as provided for in Section 8 of these T&C. Subject to the provisions of Section 5 (3) C&A shall reimburse the advertising costs in accordance with the provisions of the parameters set out in the Partner Programme. C&A has the right to change the parameters with effect for the future.
2. With admission to the C&A Partner Programme the Partner will be enabled to make a link between the advertising medium of the Partner and the website of C&A , so visitors can reach the C&A website via the partner website. The link may lead to various areas of the C&A web site. After being admitted to the C&A Partner Programme, C&A or the Agency shall provide the Partner with a selection of advertising media for this. In addition to advertising media C&A or the Agency shall, if required, provide the Partner with product data in the XML and CSV format within the C&A Partner Programme. Individual advertising media or special formats can be requested from C&A or the Agency at any time, however no obligation to provide these exists.
3. The formats and design guidelines for the advertising means shall be defined solely by C&A.
4. C&A or the Agency can demand of the Partner in the individual case that he removes certain content, also outside the update cycles of the product data. The Partner shall implement removal without delay. The Partner shall notify C&A that removal has taken place by e-mail without delay.

Section 5 General rights and duties of the Partner

1. The Partner is responsible for operating and managing its advertising media as well as for all content and ensuring that it is up to date.
2. The Partner is responsible for the duly integration of the C&A advertising. Subject to Section 4 (4) the Partner shall decide freely on the length of the incorporation of C&A advertising and has the right to remove C&A advertising at any time. The Partner shall ensure that only up-to-date C&A advertising is integrated into its advertising media at all times and undertakes to remove electronic advertising of C&A without delay from

advertising means if C&A or the Agency calls for its removal. After termination of this agreement, the Partner is obliged to remove all C&A advertising media from its advertising means without delay (at the latest by the expiry of 24 hours as of the time of termination). No right of retention exists in this respect unless the claim is established with final legal force or was recognised by C&A. If required by C&A, the Partner shall confirm deletion of the advertising means in writing.

3. A claim of the Partner to commission only arises on the prerequisite that during the term of the contract a transaction of an end customer with C&A occurs due to the advertising activities of the Partner, this is documented in accordance with Section 8 and confirmed by C&A and no misuse within the meaning of Section 6 by the Partner exists.
4. The Partner undertakes not to provide any content in a form, particularly not through its advertising media itself or websites linked on its advertising media, that infringe valid laws (e.g. criminal law, competition law and protection of minors law), third party rights (e.g. rights to a name, trade mark rights, patent rights, copyright and personal rights) or are contra bonos mores. In particular this includes portraying violence, sexually titillating reproductions as well as discriminating, insulting or defamatory statements regarding race, gender, faith, nationality, impairment, sexual preferences or age.
5. A website operated or used by the Partner must include a complete, easily recognisable, directly accessible and continually available identification of the provider (Legal disclosure).
6. The Partner undertakes to pass the commission paid by C&A on to the end customers neither in its entirety nor only partly. Passing on commission is, apart from to the end customer directly, also not permitted in an indirect non-cash form or as virtual goods. The operation of a business model of the Partner that fulfils the above criteria shall require the explicit written consent of C&A. In the case of infringement of this ban, commission already paid in accordance with Section 7 (2) shall be refunded.
7. The Partner may only promote vouchers that were released by C&A explicitly for Partners and/or were communicated by means of the partner newsletter. Promotion of other vouchers, for example from end customer newsletters, print advertisements or customer service contacts is not permitted. In addition, the Partner shall comply with the following terms and condition for advertising vouchers and campaigns for a limited period: Only vouchers that are valid at the time in question and redeemable with C&A may be promoted. Vouchers that have expired must be removed without delay and may not, even if they are marked accordingly, be listed. Sales promotion measures, special offers or other forwarding to the website of C&A must be separated clearly from the voucher codes in communications. Vouchers that are explicitly made available to a partner may not be promoted by other partners. In the case of infringement C&A reserves the right to adopt measures pursuant to Section 7 (2) of these T&C.
8. The Partner only has the right to send e-mails to third parties with C&A advertising if it first has this approved by C&A. Here the partner undertakes only to send e-mails with C&A advertising to such persons who had previously given their explicit consent to receiving e-mails with C&A advertising. The Partner guarantees that the individual explicit permission can be shown and will show C&A such proof if required. The placing of C&A advertising in e-mails is to be identifiable as advertising and clearly separate from editorial content. In the event that the Partner sends purely advertising e-mails without editorial content, these are to be designated as such in the subject line of the e-mails. In the case of infringement C&A reserves the right to take the steps named in Section 7 (1) of these Terms and Conditions.
9. Insofar as the Partner works with the product data of C&A it undertakes to import product data copies relevant to the day in question, to keep its advertising space up to date and in this way ensure that promotion of the C&A products is up to date, in particular the price

information. The Partner is prohibited from changing product data, in particular information on prices and shipping.

10. Data base copies of the product data of C&A may only be used for a link to C&A. Thus linking them to other websites, in particular those of competitors of C&A, is prohibited. In addition, changing links from the data base copy is prohibited.
11. The Partner does not have the right make binding declarations for C&A or the Agency to third parties or to create the impression that it is authorised to do so.

Section 6 Ban on misuse by the Partner

The Partner is prohibited from any form of misuse in the form of achieving events relevant to remuneration by means of unfair methods or means not permitted, which infringe valid law or these T&C. In particular the Partner is prohibited from the following in connection with advertising space and advertising activities:

1. Setting up websites, advertising (e.g. ad copy) or similar that create the risk of confusion with the website of C&A. The Partner is neither permitted to reflect the website of C&A nor to take over graphics, texts or other content of the website. In particular the impression is to be avoided that it is a matter of a C&A project in the case of the Partner website or that its operator is associated with C&A in a manner that goes beyond the C&A Partner Programme and its content. All use of materials or content from the website of C&A as well as its logos, brands and other features by the Partner that goes beyond the rights of use arising from Section 9 of the T&Cs shall require the prior written release by C&A.
2. Registering, operating or using websites in which the sequence or signs in protected brands and/or product designations of C&A, in particular the term 'C&A' are identical or can be confused are integrated (e.g. by means of phonetic similarity and the similarity or the sign similarity achieved by merely leaving out or adding individual letters or numbers to the term 'C&A'). The Partner is prohibited from directly passing on advertising media of the Partner to the website of C&A, i.e. the advertising media of the Partner may not be linked directly as an intermediate point to the website of C&A.
3. Booking as search terms in the area of search engine marketing (e.g. at Google AdWords or Yahoo Search Marketing) terms that are protected as C&A brands, in particular the names 'C&A' or cunda.de that are identical or can be confused (e.g. by phonetic similarity of signs by merely leaving out or adding individual letters or numbers to the term 'C&A') as well as appropriating them in any form. This shall apply to all areas of the advertisement (e.g. the terms 'C&A' or cunda.de in the advertising copy, in the heading of the advertisement as well as in the site links and one-line site links). The Partner is obliged to ensure (for example by a blocking using the feature 'exclusive keyword' in Google AdWords), that terms that are protected as C&A brands do not appear in combination with other terms in search requests. The partner is not permitted to place advertisements that contain an URL as a visible link C&A protected brand/and or product description including incorrect spelling and combinations. The Partner shall ensure that its offers do not appear in Google Shopping. Equally, direct passing on from the Google advertisement to the website of C&A is prohibited.
4. Using advertising forms such as iFrames, pop-ups, pop-unders and layering or setting up or what are known as click farms, click spamming or DDOS attacks is prohibited. Integrating C&A advertising means on banner lists and advertising media of the Partner using click demands, forced clicks (e.g. paid mailing, SMS mailing, forced clicks) is also prohibited. The Technologies Postview tracking, which loads C&A advertising means and

sets a C&A cookie with the customer to be provided without its involvement is only permitted with the prior written consent of C&A. The use of Postview tracking additionally presupposes the written release by C&A and the written consent of the Partner to the current C&A Postview guidelines. The Partner warrants that it will only use cookies if and to the extent that an official C&A advertising means is used, the advertising means is visible for the customer and the generation of cookies is preceded by a voluntary and intentional click.

5. Electronic information using Adware and browser plug-ins (including add-ons for Firefox, Google Chrome etc.). Using the C&A brand for promoting such tools is itself prohibited.
6. Using the advertising means provided to create tracking links and/or other technical aids or have them created either itself or through a third party or which feigns untrue transactions.
7. Using advertising forms which, although they make tracking possible, in doing so do not display the advertising means, not in a way that is perceptible or not in the prescribed form.

Section 7 Contractual penalty, reimbursement of remuneration claims and blocking

1. For each case of culpable infringement by the Partner of any of the provisions arising from Section 5 (7), Section 6 of the Terms and Conditions of Participation, it undertakes to pay the sum of one month's sales of the Partner, calculated according to the average sales of the Partner in connection with participation in the C&A Partner Programme of the preceding three months, however at least 2,500 EUR but not more than 10,000,00 EUR, to C&A. Further claims are explicitly not affected by assertion of the contractual penalty.
2. Subject to the provision of Section 5 (3) no commission claim arises insofar as the transaction came about by culpable infringement of the duties arising from Section 6 of these T&C. Commission already disbursed shall be refunded to C&A or the Agency without delay in such a case or in the case of culpable infringement of Section 5 (6).
3. In the case of culpable infringements of Section 5 and Section 6 of these T&C C&A or the Agency reserves the right to block the account of the Partner immediately. The right of ordinary or extraordinary termination pursuant to Section 14 is not affected.

Section 8 Tracking, transactions and commission

1. All activities of the Partner shall be documented and made available by means of statistics using the tracking tool to be decided C&A or the Agency. The transactions brokered by the Partner, which are documented and the resulting net sales form the basis of the partner commission to be paid out; the commission is dependent on the extent and real value of the service. Net sales include orders that were kept and paid for by the customer in full after delivery or after part returns. Net sales do not include shipping costs paid by the customer, the value-added tax shown, all optional service fees of C&A as well as orders for the Partner's own requirements.
2. A claim to commission on the part of the Partner exists for transactions that were brokered by the active promotion of C&A via the advertising space registered in the C&A Partner Programme within the first session and in the following thirty days. The prerequisite for this is that the browser setting accepts the customer cookies and he can be identified by C&A via these cookies.
3. Distribution of commission shall be through the individual network in its disbursement cycle. The current commission rates can be seen from the Partner information of the network in question and are not part of the subject matter of these T&Cs. The Partner has no claim to

refund of advertising costs for brokering via advertising space that is not registered or not approved.

4. C&A or the Agency is responsible for all processing of the order brokered and reserves the right to reject orders at its discretion, e.g. in the case of a negative credit rating.

Section 9 Rights of use

The Partner shall receive a non-exclusive, non-transferable right, which can be revoked at any time, to use the advertising means and product data provided, however only in the context of this C&A Partner Programme and the agreement it contains. The licensed materials may not be changed by the Partner. C&A gives itself or the Agency the right to withdraw the licence granted at any time by a written e-mail communication without stating grounds. The licences granted shall end at the latest upon termination of this contract without any separate declaration being required.

Section 10 Liability and warranty

1. The provision of advertising means and product data shall be within the framework of the technical possibilities available. There is no claim to availability of the C&A website that is free of errors and interruptions.
2. Unlimited liability: C&A shall only accept liability in cases of intent or gross negligence. In the case of slight negligence C&A shall be liable in cases of loss of life, bodily injury or damage to health.
3. Limitation of liability: in the case of slight negligence C&A shall be liable for infringement of essential contractual duties to a limited extent and damage which is typical of the contract and thus predictable. Essential contractual duties are those that give the contracting parties the rights that the contract has granted them in terms of its content and purpose, in particular the duties which have to be discharged to make proper implementation of the contract at all possible and compliance with which the contracting partners can as a rule trust in and may trust in (cardinal duties).
4. The above limitation of liability shall also apply to the personal liability of the employees, representatives and executive bodies of C&A.

Section 11 Indemnification

The Partner undertakes to indemnify C&A against all claims and the costs of defending them insofar as third-party claims arise from operating its advertising media, in particular due to infringement of its duties in Section 5 and Section 6. Furthermore, the Partner has the obligation to provide full support in defending such claims against C&A by making declarations and providing information.

Section 12 Confidentiality

1. The parties covenant that they will treat as confidential and not disclose any information and data, in particular the provisions of this agreement, business and financial information and evaluation materials provided by C&A. Direct or indirect passing on of such information to third parties is prohibited unless passing on is necessary due to instructions of a public authority and/provisions of law. The service providers engaged by C&A to develop the C&A Partner Programme are not third parties. The Partner shall also impose such an undertaking on these third parties to keep confidential information secret during its activities and after they have ended.

2. Press releases that affect cooperation on the basis of this contract shall be agreed with C&A and shall require the written consent of C&A before they are published.
3. The duty of secrecy shall apply for an unlimited period after the contract has ended.

Section 13 Independence of the contracting partners

C&A and the Partner are independent parties and operate their advertising space and websites independently of each other. This contract does not establish any joint venture or association or any employment relationship or a commercial agency agreement. Neither C&A nor the Partner has the right to act in the name of the other Partner and/or make declarations in its name.

Section 14 Term of the contract and termination

1. The contract has been concluded for an indefinite period and can be terminated by either party by means of a period of one day's notice in writing by an e-mail or letter. The right of extraordinary termination without notice for good cause is not affected by the above.
2. For C&A good cause exists in particular if
 - a) the partner grossly infringes its duties arising from Section 5 of the contract or in the case of less serious infringements of the contract does not discontinue its conduct objected to despite the matter having been brought to its attention;
 - b) a claim is made against C&A by a third party on account of alleged infringement of rights in connection with the advertising activity of the Partner.

Section 15 Final provisions

1. Under exclusion of all international (contract) legal systems in particular private international law (UN Agreement on Contracts for the International Sale of Goods - CISG), the law of the Federal Republic of Germany shall apply.
2. Düsseldorf is agreed as the sole and also international place of jurisdiction for all disputes arising from this contractual relationship. C&A reserves the right also to file an action at the place of jurisdiction of the Partner.
3. C&A has the right to amend individual provisions of this agreement at any time. The Partners shall be informed of this in advance in sufficient time by e-mail. The Partner can oppose the amendments in text form within 14 days. Unless C&A receives notice of opposition within this period, the amendments are deemed to have been accepted by the Partner and shall become an integral part of the contract. C&A or the Agency shall draw attention to the possibility of opposition and the significance of the 14-day period separately. The right of the Partner to terminate the contract on ordinary grounds due to the amendment is not affected by the above.
4. This contract cannot be transferred without our written consent. C&A has the right to transfer its rights and duties arising from this contract to enterprises in which C&A or one of its shareholders has a direct or indirect holding or to assign its rights from this contract to them.

5. No verbal side agreements exist. Any and all amendments or supplements to the contract shall require the written form. Electronic documents in text form do not constitute the written form.
6. In the event that any of the provisions of these T&Cs are without legal effect, this shall not mean that the contract is without legal effect as whole. The provision without legal effect shall be replaced by the relevant provision of law.