

# Zoohit.cz Affiliate Programme Agreement

## I. Terms and Conditions

This Affiliate Programme Agreement contains the terms and conditions that apply to your participation in the zoohit.cz Affiliate Programme.

zooplus AG (hereafter "zooplus") provides the zooplus Affiliate (hereafter Affiliate) with the opportunity to advertise their products using advertising banners etc..

## II. Application procedure

1. You may participate in the zooplus Affiliate Programme if you are at least 18 years old and have full legal capacity.
2. To begin the enrolment process you must submit a completed application to zooplus who will then evaluate the application and notify you as soon as possible whether you have been accepted or rejected.
3. zooplus reserves the right to reject applications for partner websites which they consider unsuitable or inappropriate.

## III. Affiliate Obligations

1. Affiliates are obliged to avoid any trademark infringement, especially when purchasing advertising space from providers such as Google AdWords, Yahoo, bing etc. Therefore the following terms and conditions will apply:
  - a) The Affiliate undertakes to refrain from:
    - aa) running advertising with providers such as Google Adwords, Yahoo, bing etc. where the domain zoohit.cz is visible or where there is a direct link to zoohit.cz.
    - bb) using the word "zooplus" or "zoohit" in the advertising copy when using providers such as Google AdWords, Yahoo, Bing, etc., or to book the advertising using the brand name "zooplus" or "zoohit".

cc) displaying ads with providers such as Google Adwords, Yahoo, Bing etc. within their "Content Network", in order to ensure that an ad does not display triggered by legally protected keywords.

dd) using the following negative list (see below III.1b) terms on providers such as Google Adwords, Yahoo, Bing, etc. to display ads that lead to landing pages displaying zoohit.cz products or which directly forward to the zoohit.cz domain.

b) The Affiliate is obliged to enter the campaign negatives as words to be excluded in every single campaign, so as to avoid the delivery of ads from related broad match keywords

The zooplus partner undertakes to add to their accounts with providers such as Google Adwords, Yahoo, Bing, etc the terms of the negative list below, each as a "negative keyword" (campaign broad match negative) in each ad campaign to prevent the invoking of ads due to "broad match".

Negative List:

zvire, zvíře  
animals-shop  
zoofast profizoo  
veterinarnipece, veterinární péče  
petdiscont pet.shop5 zooshop  
svetzviratek, svět zvířátek  
packa spokojenypes,  
spokojený pes svetkrmiv,  
svět krmiv ezoocentrum pet-  
food happypet mall  
krmeni, krmení

2. Affiliate retargeting activities are subject to consent from zooplus and are not permitted unless prior consent has been given. The Affiliate agrees to contact zooplus via [affiliate@zoohit.cz](mailto:affiliate@zoohit.cz) to request consent before running any retargeting activity. zooplus reserves the right to refuse permission and is not obliged to give a reason. zooplus reserves the right to discontinue retargeting activities at any time.

3. It is prohibited to integrate zooplus advertising on the Facebook pages of Affiliates unless prior consent has been given. The Affiliate agrees to contact zooplus via [affiliate@zoohit.cz](mailto:affiliate@zoohit.cz) to request consent before integrating zooplus advertising on their Facebook pages. zooplus reserves the right to refuse permission and is not obliged to give a reason.
4. Affiliate Post View activities are subject to consent from zooplus and are not permitted unless prior consent has been given. The Affiliate agrees to contact zooplus via [affiliate@zoohit.cz](mailto:affiliate@zoohit.cz) to request consent. zooplus reserves the right to refuse permission and is not obliged to give a reason. zooplus reserves the right to discontinue retargeting activities at any time. If zooplus gives its consent the Affiliate is obliged to link specifically to Postview zooplus partner high traffic landing pages. zooplus may at anytime prohibit further post-view activities.
5. The Affiliate is responsible for the content and operation of its website, as well as for the correct integration of zooplus advertising material on the named internet page.
6. The format of the advertising material will be defined and created by zooplus. The Affiliate undertakes to integrate the advertising material without any changes or alterations on its website. Any alterations must be discussed with zooplus prior to implementation and need written consent from zooplus. zooplus reserves the right to replace the advertising material / banners at any time and to renew or overwrite them within any given notice period. zooplus will endeavour to inform the Affiliate of any overwriting of standard banners.
7. The Affiliate agrees to remove any advertising from its website if so requested by zooplus.
8. The Affiliate agrees to refrain from using Triple Banners, where multiple banners appear within one placement.
9. The Affiliate's advertising media is registered on the zooplus Affiliate Programme portal. The Affiliate is not permitted to use any additional website or email as an advertising medium without prior approval from zooplus.

10. When advertising from mobile webpages, only those banners available from zooplus may be used. The Affiliate is not permitted to use SMS and MMS as an advertising medium unless prior written consent from zooplus has been obtained.
11. The Affiliate agrees not to send, transmit and/or distribute unsolicited or spam mail or any communication, including email, that in any way suggests or implies that zooplus was the sender or sponsor of such communication or procured or induced you to send such communications. Additionally, you will identify yourself (the Affiliate) as the sender of the communication and ensure the communication does NOT contain a falsified sender name and does NOT include a false or misleading subject line.  
The recipient must have agreed in advance to receive messages and communications that mention or promote zooplus.
12. The zoohit.cz website or elements of the website must not be incorporated or embedded into any website or communication within a frame of any kind.
13. Each click by a user on a link within material advertising zooplus/zoohit, as shown on the zooplus partner's website, must forward directly to the zoohit shop.
14. The Affiliate must be able to access their website at all times so that all changes can be implemented immediately, even at very short notice.
15. The Affiliate is committed to complying with all trademark rights. It is required to ensure that no violation or infringement on the rights of any third party is committed in the name of zooplus, including but not limited to brands sold via zoohit.cz. The affiliate indemnifies zooplus against any third party claims and legal costs resulting from trademark and other Intellectual Property infringement.
16. Unless prior written permission is obtained from zooplus, the Affiliate may only use the trademarks and copyrights of zooplus as contractually agreed.
17. The appearance of the affiliate's website must not imply that it is a legal representation of zooplus nor should it convey a declaration of intent on behalf of zooplus.
18. The affiliate may not use the contractual relationship with zooplus for advertising purposes or use zooplus as a reference without prior written consent from zooplus.

19. The affiliate's website must comply with all applicable statutory regulations including data protection laws for the markets in which they are operating.
20. The Affiliate's website may not advertise or positively endorse illegal activities, nor may it make discriminatory statements on the following topics: any kind of violence, pornography, sex, religion, nationality, disability, sexual orientation, age, political and religious concerns, erotic subjects, gambling or banner farms. The creation of links or metatags to such content is also prohibited.

#### IV. Compensation

- a. The Affiliate will receive a commission for each order placed via their advertising of zooplus as stipulated in the Affiliate network. zooplus reserves the right to change the level of commission.
- b. Commissions are determined at the sole and exclusive discretion of zooplus. zooplus reserves the right to only reimburse "valid orders". A "valid order":
  - a) must not be non-cancelled or returned after the valid period in accordance with the return policy of zooplus;
  - b) must not be made through prohibited advertising activities stated in this agreement or without the consent of the recipient, if such is legally required
  - c) must not be fraudulent in any way, including but not limited to, ad hijacking;
  - d) must not be created for commercial purposes; a commercial purpose is given in particular when it is known that the customer is a reseller (e.g. the buyer is a company) or if the orders show that the customer doesn't buy goods in customary domestic quantities only
  - e) must not otherwise violate the general terms and conditions of zooplus shop.
- c. zooplus standard cookie duration period is 30 days and 24 hours for PostView. zooplus reserves the right to adjust these duration periods at any time.

- d. An order must be made within 30 days of clicking on an ad. If the period of time between click and order is longer than 30 days it will not be remunerated.
- e. zooplus undertakes to check not tracked sales against accrued sales statistics if necessary and to pay remuneration for up to three months after the transaction date.
- f. Should an Affiliate violate these Terms & Conditions, zooplus is permitted to suspend Affiliates and to withhold any open commission from the previous 4 weeks.

## V. Duration of contract / termination of contract

1. This contract between zooplus and the Affiliate is for an indefinite duration.
2. Both zooplus and the Affiliate can terminate this contract with a 7 day period of notice. Notice must be given in writing. The right to extraordinary termination of the contract is unaffected. zooplus is entitled to exercise extraordinary termination of the contract if the Affiliate violates Article III.
3. After termination of the contract the Affiliate must immediately delete any advertising materials or information which were received from zooplus.

## VI. Final Provisions

1. zooplus has the right to alter the Terms and Conditions at any time. The Affiliate will be notified of any changes by email. The Affiliate may file a written objection within 30 days and resign from the zooplus Affiliate Programme. If there are no objections or contract terminations within the 30 days the new conditions are to be considered as accepted.
2. This contract is subject to German law, under exclusion of the UN sales exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG)

3. Munich is exclusively the place of jurisdiction for all disputes arising from this contract.
4. There are no verbal subsidiary agreements. Changes and additions to this contract must be in writing. This applies also to the amendment and annulment of this clause.
5. Should any provision of this agreement be invalid or unenforceable, it will not affect the validity of the other provisions within this agreement. zooplus and the zooplus Affiliate will try to replace the invalid or unenforceable provision with a new provision that is as close as possible legally and economically to the invalid / unenforceable provision. The same applies to any legal loopholes.