

General Conditions of Blue Tomato Affiliate -program

§ 1 Scope

These special conditions apply for publishers in the network partner program Zanox and to the usage of advertising material offered by Blue Tomato in the affiliate program use (afterwards called "Partner"), in addition to the terms and conditions of the affiliate network.

§ 2 Contract

1) The condition for this contract is the participation in the Affiliate Program and the usage of Blue Tomato ad material (www.blue-tomato.com) by the partner as a publisher in the Zanox platform. Blue Tomato has provided for this purpose a range of promotional material (e.g. banners, buttons, product data feeds and text links).

2) The partner will place advertising material on a site that has been announced and registered on Blue Tomato's affiliate program. The partner has the right to remove all times the Blue Tomato advertising material from their site.

3) The partner will receive a commission from advertising Blue Tomato and creating sales through the advertisement material, the commission is always depended on the output of the partner and created value. Formation and amount of the commission will be determined in accordance with the agreements concluded with Zanox and are not subject to these conditions.

4) Blue Tomato reserves the right to modify these terms at any time. The partner is notified of a change in the general conditions via email. If the partners do not agree with the changes, he is entitled to notify a disagreement to Blue Tomato in a time frame of four weeks. If there is no notification within this period, the amendments will be deemed accepted and contact will hold the announced time period. The partner will be informed by Blue Tomato about the four week time period.

§ 3 Obligations for partners & prohibited Activities

1) The partner is expressly prohibited to use other Blue Tomato banners than those that are added on Zanox platform, also modification of ad material is forbidden.

2) Mailing partners will be separately chosen. Without written permit of Blue Tomato, it is forbidden to communicate as the brand Blue Tomato in the mail advertisement channels.

3) The partner is responsible for the content and the functionality of the partner website. Websites with illegal, violent, pornographic and erotic content are excluded of participation in our affiliate program. Therefore, the partner of Blue Tomato agrees that the website that the associated sub-pages with the main page and any published content doesn't contain any glorification of violence, pornographic or erotic content, or doesn't hurt the third parties.

4) The partners are prohibited to publish sites or content on the Internet that can be mistook for Blue Tomato. The Partner is not allowed to copy them to take still images, text, or other content of the web site by Blue Tomato. In particular, it has to be avoided to give an impression that the partner's website would be a project of Blue Tomato or that the partner would have a direct financial connection to Blue Tomato that exceeds the agreement of this terms. The use of materials or the content of Blue Tomato web presence, such as logos or brands, requires prior a written approval of Blue Tomato.

5) SEM is generally permitted for the partner's website, but is subject to the following conditions: The word "Blue Tomato" may not be encountered as a keyword in texts, or in partner's search engine optimization. This is also true for misspellings, abbreviations, modified uppercase or lowercase, and the combination with other words or meaning, e.g. "voucher Blue Tomato". The adding of direct links, or automatic forward links to the website of Blue Tomato and to the subpages of Blue Tomato is strictly prohibited. Product listings within Google Shopping and Yahoo Shopping are also expressly prohibited. In case of violation, all the transactions will be cancelled and the partnership will be ended. If partners do not response within the period of two weeks, regarding requests in what way Blue Tomato is promoted, this will effect an exclusion of the affiliate-program.

6) The partner agrees that the cookies will be set only when the ad material of Blue Tomato can be seen and the customer isn't forced to click the ad. Explicitly is forbidden to set invisible cookies on the partner's site. For the visible cookies are the following conditions applied: the partner cannot set the landing page of the advertisement inside frames, Pop-ups or layers.

7) Usage of Post-view tracking and Retargeting

The usage of Post-view-tracking and Retargeting requires a written acceptance on the part of Blue Tomato. Violations of this agreement will lead to a cancellation of the open sales and an exclusion of the affiliate-program.

If there is a written approval and agreement of Post-View tracking, the following conditions apply:

- Use of ad material in one of the following sizes or any combination of these ad sizes for multi - merchant advertising is allowed:

- 300x250 (Medium Rectangle)

- 180x150 (Rectangle)

- 160x600 (Wide Skyscraper)

- 728x90 (Leaderboard)

- 468x60 (full-size banner)

- 234x60 (half-size banner)

- The ad size per multi - merchant ad must be at least the size of 234x60 pixels, or another agreed size

- No Banner Rotation

- No text links

- No buttons or ads that are smaller than the above specified sizes

- No text banners without a graphic background with clear reference to the relevant Merchant (allowed would be e.g. as a combination of logo with a size 120x60 and an offer text)

- Advertising material must be clickable

- The tracking cookie can be only set for the exact partner

The Affiliate agrees to keep their site public and to provide integration documentation (e.g. screenshots) when asked.

8) Editing the advertising material

It is advised that all advertising material and texts that are available in the affiliate network, cannot be edited or changed. Adjustment to the codes, formats or layouts such as colours and fonts, are not allowed. to the Code Format or layout such as colour, font, etc. is not allowed. Some exceptions are allowed, but the adjustments have to be always discussed with Blue Tomato.

9) The Partner will immediately remove Blue Tomato advertisement material from its site when Blue Tomato would require it.

10) Usage of product data feeds

With the use of the Blue Tomato's product data feeds, the partner covenants him/herself to update the product data feeds frequently. Moreover, the partner covenants him/herself to keep the product data feeds in confidence. It is not allowed to forward the product data feeds to a third party, or to list them at Google Shopping and Yahoo Shopping. Furthermore, the partner guarantees to update the product data feeds at least once a day.

11) Right of use of graphic material

The graphic material on the Blue Tomato homepage is a copyrighted material. Blue Tomato has all rights to publish this graphic material. The use of this graphic material is generally allowed, however a written acceptance from Blue Tomato is absolutely required. Violations of this agreement will lead to a cancellation of open sales and an exclusion of the affiliate-program. Further, Blue Tomato reserves the right to take any legal or criminal prosecution steps against partners, who break this agreement.

12) E-Mail Spam

The distribution of E-Mails with Blue Tomato content, requires a written acceptance from Blue Tomato. Furthermore, partners who are allowed to distribute E-Mails with Blue Tomato content, have to pay attention on the regulations of unsolicited E-Mails (Spam).

13) Spyware/Adware/Malware

The usage of Adware-, Spyware- and Malware-tools is not allowed. All sales, which will be generated over those tools, will be cancelled immediately and will effect an exclusion of the affiliate-program.

14) Other fraud prevention

Blue Tomato reserves the right to delete orders, which do not fit to the Blue Tomato terms and conditions (fake-orders, fake identity). In further consequence the claim receiving commissions won't be valid anymore.

15) Auction platforms

Promoting Blue Tomato via auction platforms requires a written approval from Blue Tomato.

§ 4 Vouchers

The partner may only apply coupons / discounts that Blue Tomato has explicitly released for affiliates and / or communicated by partner newsletter. The application of other coupons from end customer newsletters, print ads or customer contacts is not permitted. Expired coupons and discount offers must be immediately removed after the ending be removed from the of partner site. The end date of the promotion, is always communicated in due time by Blue Tomato. In case of violation, all the transactions will be cancelled and the partnership will be ended.

§ 5 Violations

Violations of these Terms and Conditions entitle Blue Tomato to exclude immediately the partner from the affiliate program and Blue Tomato will delete all the outstanding commissions. Furthermore, Blue Tomato has the right for further legal action.

For questions, please feel free to contact us:

We look forward to working with you!

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