

General User Agreement and Terms & Conditions for the vulva-original.com Affiliate Programme

Please note that the following is purely a translation of the German language terms and conditions of affiliate programme (Allgemeine Geschäftsbedingungen). In the case of dispute, German law and the German version of the Allgemeine Geschäftsbedingungen is exclusively applicable.

§ 1 General

The following terms of agreement contain the conditions for participation in the affiliate programme of the internet product range of vulva-original.com, published by vivaeros, Nordstrasse 51, 50389, Wesseling/Cologne, Germany, hereinafter "vivaeros".

Vivaeros controls the internet portal under the domain name of vulva-original.com.

Only the following terms and conditions apply to all contracts which relate to participation in the affiliate programme. They are also valid for all future business transactions, even if these are not explicitly repeated in the course of negotiations.

The following terms and conditions are acknowledged and accepted by joining the affiliate programme. Terms and conditions of Affiliates or Affiliated Partners in the programme which deviate from these terms have no legal validity.

§ 2 Legal Validity of Contract

A contract can be considered valid only after vivaeros has acknowledged and agreed registration.

The prospective Affiliate must have provided all necessary information at registration.

The registration will be confirmed by vivaeros in writing in the form of an e-mail.

There is no legal claim or right to become an Affiliate, join the affiliate programme or to a contract with vivaeros.com.

Minors are excluded from joining the affiliate programme. The minimum age for participation is 18. The participant or prospective Affiliate confirms the minimum age requirement on submitting registration to the programme.

§ 3 Subject of the Contract

The subject of the contract is the online application to the website www.vulva-original.com (hereinafter „vulva-original.com”) and its products via its affiliates. Vulva-original.com provides its affiliates with various advertising aids such as banners, videos and text links for the purpose of advertising.

It is the Affiliate's decision when and for how long to use the advertising material provided. He / she is also authorised to remove the advertising materials provided at any time. It is the Affiliate's responsibility to ensure that the material is the most up-to-date material available. The advertising material provided can be used on his / her website (s) at his / her own risk.

It is expressly forbidden to change or alter any content, layout, code or format of the material provided, or to use any material such as graphics, texts or slogans which have not been supplied by vivaeros, to sell products from vulva-original.com.

Any change to the original materials can only be agreed after written permission is given by vivaeros.

If an Affiliate is in contravention of these terms, vulva-original.com has the right to termination of contract according to § 8 of these terms and conditions and the Affiliate must compensate vulva-original.com for all resulting damages, particularly as stipulated in § 12.

The affiliate programme does not create or justify the creation of a joint venture, a legal partnership, trade mission agreement or contract with a trade representative according to the Trade Mission Law (HVertrG.) No claim can therefore be made on the basis of any contractual relationship of this kind.

§ 4 Publisher Rules

Websites with extreme right wing (e.g. Nazi) content or content which we deem unacceptable or inappropriate are not permitted to participate in the affiliate programme. Vulva-original.com reserves the right to ban or disconnect the affiliate from the programme at any time and without providing a reason.

The Affiliate must ensure they do not advertise on sites which have a Dialer or spyware or on sites which install content on the user's computer.

The Affiliate undertakes not to create websites on which he place advertising materials which **seek to** manipulate the internet search engines.

It is the Affiliate's responsibility to ensure that keywords and domain names comply with advertising and competition laws and that he / she does not violate copyright or laws regarding the use of third parties or other brand names.

§ 5 Concession of User Rights

vulva-original.com grants the Affiliate the unrestricted right, which can be revoked at any time, to place advertising materials, digitally and unaltered, on affiliate websites, for the purposes contained within this contract.

The right stated in the first sentence of Paragraph 5 is not exclusive, not transferable and is restricted to the duration of the contract and does not permit sub-licensing or licensing out the right to third parties.

The Affiliate undertakes to remove the advertising material provided immediately, upon written request from vulva-original.com

§ 6 Commission Model and Preconditions

vulva-original.com undertakes to pay the Affiliate a commission percentage. The commission amount is dependent on the number of purchases generated. The commission model is as follows:

- 1-10 Sales / month = 20%
- 11-20 Sales / month = 21%
- 21-30 Sales / month = 22%
- 31-40 Sales / month = 23%
- 41-50 Sales / month = 24%
- from 51 Sales / month = 25%

A claim to commission is valid if the following conditions are fulfilled:

- The Affiliate is an accepted affiliate of the vulva-original.com programme
- The online-purchaser accepts delivery of and has paid for the product and the return period of 14 days has elapsed.

Vivaeros reserves the right to check sales for up to 30 days. If there has been no negative change within this time, the sale will be credited to the Affiliate automatically.

§ 7 Payout of Commission

Amounts of higher than €25 will be paid out. Only sales deemed by vivaeros to be valid will be paid out. Payout occurs on a monthly basis. Affiliate credit / positive balances will not receive interest. Transfer of payment will be to the bank account provided by the Affiliate at registration. If there are any bank fees associated with the transfer, these will not be paid by vulva-original.com, but will be to the cost of the Affiliate.

The Affiliate or the Affiliate's third party representative does not have a right or any claim to publish or view vulva-original.com invoices.

§ 8 Contract Duration And Termination

The contract between vulva-original.com and affiliates is not time-based. The Affiliate can terminate the contract at any time.

Vulva-original.com can terminate the contract, at any time and without providing a reason, with 7 days notice. The Affiliate will receive the termination in electronic form.

The right to immediate termination for a "major" reason remains unaltered.

A "major" reason, in addition to § 9, may especially be invoked:

- If the Affiliate actively creates a large amount of clicks on the advertising on the named website
- In the case of misleading links or links with illegal content
- In cases of the use of spam
- Manipulation or non-installation of the original code
- False information on registration regarding elemental contract information
- Severe or repeated abuse of the terms and conditions of the Affiliate agreement.
- Continuation of an abuse of the terms and conditions of agreement despite a warning and / or failure to remove the abuse within the time set by **vulva-original.com**. A warning is not required in the case of severe abuse or deviation from the terms and conditions of this agreement and / or if the removal or revocation of the abuse is not possible.

§ 9 Exceptional Termination After Failure to Notify a Change in Personal Data

The Affiliate is responsible for informing **vulva-original.com** immediately in the case of a change in personal information. If this does not happen and the accessibility of the Affiliate cannot be guaranteed by e-mail and has been documented by vulva-original.com, there is a right to exceptional termination as per § 8 of this Agreement.

§ 10 Exceptional Termination After Failure to Update an Advertising Banner Following Notification

The Affiliate undertakes to update the advertising banner immediately after notification by vulva-original.com by e-mail to do so. The notification to change the banner must occur immediately. If the Affiliate fails to exchange the banner and vulva-original.com incurs claims for compensation as a result, this is a reason for exceptional termination as per § 8 of this Agreement. The Affiliate must then compensate vulva-original.com damages as per §12 of this Agreement.

§ 11 Liability of vulva-original.com

vulva-original.com undertakes to administer the affiliate programme within the capabilities of its technical framework. Vulva-original.com is liable for damages which result from their own abuse of or failure to comply with fundamental contractual obligations (so called „Kardinalpflichten“, which encompass the fundamental principles and purposes of the contract)

Aside from the liability in paragraph 11, sentence 2 of these terms and conditions, vulva-original.com is liable – whatever the legal justification – only for claims relating to the Product Liability Law (Produkthaftungsgesetz) or if the claim has arisen as a result of the gross negligence or deliberate intentions of our employees.

In a minor negligence case of contractual obligations, vulva-original.com is only liable for damages from average monthly sales / commission fallout, up to a maximum amount which does not exceed the Affiliate's monthly average commission from this Agreement.

§ 12 Affiliate Liability

Should a third party make a claim against vulva-original.com relating to advertising provided and this claim is the result of an Affiliate's culpability or negligence, the Affiliate is under obligation to pay for all third party claims and vulva-original.com's legal defence costs incurred against such claims, including the costs of a lawyer or solicitor (which are defined by the law). If vulva-original.com requires information, data, a statement or declaration from the Affiliate for its legal defence, the Affiliate undertakes to provide this information.

§ 13 Court of Jurisdiction

If the Affiliate is a company, a public legal body or a legal person or body, Cologne is the exclusive court of jurisdiction for any legal dispute resulting from the terms and conditions of this agreement or from the affiliate programme.

§ 14 Confidentiality and Data Protection

For the duration of this contract and for a further 3 years after its closure or termination, the Affiliate undertakes to keep all business information related to the preparation, implementation and closure of this contract confidential and not to publish this information or to pass it to third parties.

This clause especially relates to the commission model and amounts and statistics provided to the Affiliate within the framework and duration of the affiliate programme. The Affiliate will provide this information only to employees who need to be aware of this data for the purposes of this Agreement and provided the employee (s) has (or have) been bound to confidentiality for the duration of the Agreement and after termination of their employment.

The Affiliate undertakes to comply with all current and future European data protection laws, in particular to comply with data secrecy