

# Become an Affiliate!

## TERMS & CONDITIONS

### TABLE OF CONTENTS

INTRODUCTION .....	2
1. DEFINITIONS.....	2
2. SUBJECT MATTER OF THE PROGRAM .....	3
3. COMMISSIONS AND PAYMENT METHODS .....	7
4. FINAL PROVISIONS .....	9

## INTRODUCTION

In order to participate in the 2Checkout Affiliate Program it is compulsory to agree the following terms and conditions by checking the box and pressing the "Sign Up now" button, meaning that you understand and accept all the terms of 2Checkout Affiliate Program. The terms and conditions contained by this program may modify at any time by posting a modification note or a new program on 2Checkout site. If any terms or modification cannot be accepted, the only way to act is not to press the "Sign Up now" button or to cancel the participation in the 2Checkout Affiliate Program. The participation in the Affiliate Program after its modification represents the implicit acceptance of the specified modifications.

## 1. DEFINITIONS

- 1.1 Unless otherwise required or expressly stipulated, the following expressions will have the following meanings:
  - "2Checkout or Avangate" means Verifone Payments B.V. (formerly known as Avangate B.V.), a Dutch corporation dba 2Checkout.
  - "2Checkout Site" means the internet site of 2Checkout with the internet address: <https://www.avangatenetwork.com> and/or <http://www.2checkout.com>.
  - "2Checkout platform" means the system used for the electronic trading, accessible through the 2CHECKOUT Site.
  - "Item-s" means any software or digital products e-traded through 2CHECKOUT platform.
  - "Client" means any person or business company purchasing software products through the 2Checkout platform.
  - "Merchant" means any person or business company that sells products and/or services through the 2Checkout platform.

- "Merchant Site" means the internet site of the Merchant as it is shown on the 2Checkout Affiliate Program.
- "Affiliate" means any person or business company who understands and approves to have read and fully agrees with the terms and conditions mentioned below and it is shown on the 2Checkout Affiliate Program as Affiliate.
- "Affiliated site" means the internet site of the Affiliate as it is shown on the 2Checkout Affiliate Program.
- "Link" means the internet URL generated only through the 2Checkout platform in the Affiliate Account that will connect the description on the Affiliate site to the corresponding Item category on the 2Checkout platform.
- "Chargeback" means an amount of money:
  - which has been deemed to have been refunded by or returned by 2Checkout to a Client based on a Link which has been voided, retracted, subject to returns;
  - been reversed due to fraud, or otherwise rescinded for any reason;
  - which has been retrieved from, reserved against and/or charged against 2Checkout accounts under the terms of any applicable credit card Merchant account agreements or because of government actions including but not limited to embargo, court order, reclamation.

## 2. SUBJECT MATTER OF THE PROGRAM

- 2.1 The 2Checkout Affiliate Program is a special marketing program that facilitates the Affiliates to participate for promoting the Merchant's Items.
- 2.2 In order to join the 2Checkout Affiliate Program, the Affiliate must meet and fulfill the following stages:

- 2.2.1 Opening an account

The Affiliate must fill the application form accessible on the 2Checkout Site and accept the conditions of 2Checkout Affiliate Program. At the reception of the application 2Checkout will analyze the application, allocate an ID to the Affiliate (sole identification number in the 2Checkout Affiliate Program) and shall communicate to the Affiliate via e-mail the login data of his account. The Affiliate will have an account accessed anytime through the 2Checkout site (secure pages) using his e-mail and Password. The account allows the Affiliate to benefit from various functions of the 2Checkout platform, explained below.

The information provided herein is subject to further verification and 2Checkout may request proof of account ownership and additional documents before making any commission payments, as part of the KYC & AML regulations. As an organization that facilitates global eCommerce, 2Checkout is required to obtain certain information from its business partners as part of its [Know Your Customer \("KYC"\)](#) and [Anti-Money Laundering \("AML"\)](#) obligations in multiple jurisdictions throughout the world.

The information we collect or store either from you or other available legitimate sources we may opt for, may include personal data of shareholders, ultimate beneficiaries, directors, representatives, employees etc. It is your obligation to notify all these categories of persons that their personal information may be disclosed or otherwise collected by us for our legitimate purposes. It will also be your responsibility to channel any and all requests these persons might have in respect of their personal data, solve them pursuant to your legal obligations or communicate them to us, should you not be able to settle them independently. It will be our discretion and based on our interpretation of the applicable law, how to deal with such requests from your part. For the avoidance of any doubt, requests received from these categories of persons will be directed to you.

- 2.2.2 The approval

The Affiliate must choose from his account the Software Merchant and the Items he wishes to promote, having to receive the consent or refusal for the promotion of the chosen Item. A commission percentage will also be set and allocated to the

Affiliate for each sale of his products through the 2Checkout platform. The commission will be visible in the Affiliate personal account.

Only after the reception of the approval the Affiliate may promote on his site (Affiliate Site) the Items for which he received approval and has the right to receive the related commission. The Affiliate shall promote the Items approved only by use and maintenance of links generated in his 2Checkout account. Should the Affiliate want to subsequently promote other Items as well, he must follow once more the procedure provided above for the prior obtainment of the approval.

- 2.3 2Checkout reserves the right to reject or cancel Affiliate-s for any/no reason. As an example, 2Checkout shall reject or cancel the Affiliate account should it is established that the Affiliate site is not compatible with the 2Checkout Affiliates Program or 2Checkout Policy, including:
  - A. Promotes material with explicit sexual content.
  - B. Promotes violence.
  - C. Promotes race, sex, gender, religion, nationality, physical disability, sexual orientation or age discrimination.
  - D. Promotes illegal activities.
  - E. Contains materials infringing or supporting third parties to infringe copyrights, mark or other forms of intellectual property or the applicable laws.
  - F. Includes "2Checkout or Avangate" or their derivations or typing errors in the domain name.
  - G. Is in any way illegal, damaging, libelous, obscene, aggressive, racist or not corresponding to our principles.
- 2.4 In case the application of the Affiliate is accepted and the Affiliate site is subsequently declared as unacceptable for the 2Checkout Affiliate Program, 2Checkout reserves the right to cancel the participation of the site in the Affiliate Program. The Affiliates that

have been rejected from the Affiliate Program subsequent to their subscription are forbidden to return with an application for the admission in the Affiliate Program.

- 2.5 On the Affiliate site can be posted a short description or other references, as well as images, graphic representations or texts for promoting the chosen and approved Items. The Affiliate shall be solely liable for the content, appearance or placement of this information. The Affiliate shall display on his site the Link generated through his Account in the 2Checkout platform. The Affiliates are not allowed to use automatic techniques to obtain these links. The Affiliate trying to use such techniques shall be rejected from the 2Checkout Affiliate Program and any of his commissions cancelled. Only the links provided by 2Checkout in the Affiliate account can be used for promoting the Items approved on the 2Checkout platform.
- 2.6 The Affiliate is the only one liable for the development, operation and maintenance of his site and also for any material appearing on this site. 2Checkout declines any responsibility in connection with the use of any materials other than those provided by 2Checkout.
- 2.7 The Affiliate can not make any official report or public comment in connection with this 2Checkout Affiliate Program or with his participation to the 2Checkout Affiliate Program, without prior written consent from Ava2Checkoutngate. The Affiliate can send an e-mail to [info@2Checkout.com](mailto:info@2Checkout.com) in order to get a written consent.
- 2.8 IT IS FORBIDDEN for the Affiliate to:
  - A. use non-requested email (spam), pop-ups, pop-under, exit pages as well as any other techniques obviously or secretly driving Clients to the 2Checkout platform;
  - B. replace, intercept, interfere with, hinder, disrupt or otherwise alter a Client access, view or usage of Affiliate site, a Link or a Merchant web site, including without limitation any click-through or track-based transaction.
  - C. advertise the 2Checkout Merchant products or services employing cookie stuffing techniques including, but not limited to, pop-ups, frames, images, Javascript or stylesheets.

- D. place Links in any manner which may (intentionally or unintentionally) mislead any Client.
- E. cause any use of a Link in bad faith or through fraudulent means, including, but not limited to, using any device, program, robot, inline frames, hidden frames, or redirects.
- F. use automatic redirection to 2Checkout site or any automatically method for saving a cookie of an Affiliate.
- G. use outbound / unsolicited calling techniques, can only promote / sell services through inbound calls.
- H. sell services / products other than the object of the eCommerce transaction he is sending to 2Checkout as referral.
- I. promote services through scare-ware sales tactics.
- J. place live-orders through the 2Checkout platform with customer/end-user payment credentials (card, paypal, etc), this requirement applies only if Affiliate is not [PCI DSS Compliant](#); if Affiliate is PCI DSS Compliant, Affiliate will provide 2Checkout with their AOC.
- K. Use unapproved descriptions or other references, as well as images, graphic representations or texts for promoting products from the 2Checkout Affiliate Network.
- L. Use misleading advertising or fraudulently use any public figures names, pictures, brands, materials of any kind that may be under copyright infringement or for which it does not have written approval from the copyright owner/ entity.

### 3. COMMISSIONS AND PAYMENT METHODS

- 3.1 Once a client accesses the 2Checkout platform or the Merchant Site on the basis of a link on the Affiliate site containing the Affiliate ID, 2Checkout preserves the respective Affiliate ID for a variable period of time, between 30 and 180 calendar days, depending

on the settings. This period of time (cookie duration) will be displayed in the affiliates' management interface for each Merchant separately. Should the client place an order within this period 2Checkout shall register the related commission in the Affiliate's account. In order to generate a commission, it is necessary that the Client follows the Link from the Affiliate Site, places an order, pays for the order made in full and for 2Checkout to deliver and cash the value of such order. Orders which are not delivered, cashed or have Chargeback are not eligible to generate a commission.

- 3.2 2Checkout shall fulfill the orders placed by clients having followed the links from the Affiliate site. 2Checkout reserves the right to reject orders for any/no reason. 2Checkout shall keep a record for clients having followed special links from the Affiliate site and these records shall be accessible in the Affiliate account together with other reports.
- 3.3 The value of the commission is variable depending on the promoted Items. The establishment of the commission value for each Item shall be made according to section 2.2.2 and shall be pointed out in the Affiliate account together with the receipt of acceptance. The value of the commission shall be applied to the total net value of the order sold through the 2Checkout platform without VAT or/and other taxes included.
- 3.4 2Checkout shall pay the commission to the Affiliate in 20 days from the end of the reporting period for which the commission is due, by bank transfer or any other means agreed. The Reporting Periods are: monthly, bi-weekly and weekly.

2Checkout may pay the Affiliate, at his own discretion, according to the Reporting Periods, as follows:

- 3.4.1 Monthly, if the Affiliate commission is higher than the minimum amount of 100 US Dollars / EURO / GBP in the reporting period.
- 3.4.2 Bi-weekly or weekly, if the Affiliate commission is higher than the minimum amount of 4000 US Dollars / EURO / GBP in the reporting period. This reporting periods are available on request and if the volume is reached for three consecutive months.
- 3.5 The commission is paid by 2Checkout in order to satisfied payment obligations to the Affiliate.



Should an order that had generated a commission for the Affiliate have a Chargeback this commission shall be deducted from the commission that was not paid by 2Checkout or in case 2Checkout already paid the commission to the Affiliate the Chargeback will be deducted from the following commission owed by the Affiliate. The Affiliate will remain responsible to 2Checkout for any negative balances which arise out of any Chargeback and will have to pay 2Checkout the value of the negative balance in maximum 60 days from the negative balance.

The clients that buy products through this 2Checkout Affiliate Program become 2Checkout's and consequently any terms and conditions applied shall be imposed to such clients.

The value of the commission granted to the Affiliate is confidential, and the infringement of this obligation by the Affiliate may lead to compensations according to damage.

## 4. FINAL PROVISIONS

- 4.1 The Affiliate agrees to have analyzed and approved this affiliate program and that 2Checkout offers no guarantee of any kind. The parties agree that this Program shall be approved by the Affiliate on-line on the 2Checkout site together with his registration in the Affiliate Program.
- 4.2 2Checkout holds the legal right regarding the "2Checkout Site" and the present 2Checkout Affiliate Program and is acting as a reseller of Items for the Merchant.
- 4.3 The participation of an Affiliate on the 2Checkout Affiliate Program may be terminated
  - without any reason by 2Checkout with a written request send by e-mail with at least 1 day notice. The commission earned and due will be paid within maximum 6 months from the termination.
  - due to one or more serious violations of our policies (see above). The most common cause for this is that some of the transactions made through your account might involve fraudulent activity.

As a result, we will not accept any affiliate applications from you in the future and we may also disable any accounts you have open with us. If you had any unpaid affiliate commissions, they will be postponed or removed until further notice.

- 4.4 2Checkout reserves the right, to the extent permitted by applicable law, to monitor all electronic communications for content violating the 2Checkout Affiliate Network and store such messages in a manner and at a location within 2Checkout discretion. Any message, inbound or outbound, violating the 2Checkout Affiliate Network may not be delivered at 2Checkout discretion.
- 4.5 Any litigation between parties shall be solved amiably, and if this is not possible, the case will be forwarded to the authorized courts of law from Amsterdam, The Netherlands. The law applicable to the present agreement is the Netherlands law.
- 4.6 In case of individuals residing in the European Union for which personal data is processed by Affiliate within the 2Checkout Affiliate Program, the Data Privacy Provisions version 01 from May 1, 2018 mention on 2Checkout website will apply.

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