



# General Terms and Conditions for Publishers

Daisycon B.V., Almere (version 13 as of 25-05-2018)

**Disclaimer:** This is a translation. The General Publisher Conditions in Dutch are always leading.  
[You can read them here.](#)

## Definitions

**Advertiser:** Any natural or legal person who grants Users access to its website via Publishers by means of a link or another electronic connection to its website, distributed page or app, where a User can purchase products and/or services, and who rewards the Publisher, through the agency of Daisycon, for each product and/or service purchased or for each referred User. **Affiliate Channel:** the online marketing method used by a Publisher to promote an Advertiser's Campaign. Examples of an Affiliate Channel are: websites, emails, expressions through keyword marketing or social media;

**Affiliate Network:** the service offered by Daisycon consisting on the one hand of mediation for the establishment of Affiliate agreements between the Advertiser and Publisher by placing the Advertiser's campaign on its network and on the other hand, offering its network services to the Advertiser and Publisher in relation to the execution of the Affiliate Agreement concluded by these parties

**Affiliate Agreement:** the agreement between the Advertiser and Publisher which establishes the conditions, duration and terms under which the Publisher promotes the products and/or services indicated by the Advertiser via its Affiliate channel and where the Publisher reward is set. If the term or termination period has not been specified in the Affiliate Agreement, a fixed term with a notice period of 2 (two) working days applies;

**General Publisher Terms & Conditions:** This document. Hereafter referred to as T&C;

**Campaign:** the Affiliate Program, Lead campaign, CPC campaign or other promotion that the Advertiser sets out on the Daisycon Affiliate Network for specific products and services in relation to which he has concluded Affiliate Agreements with Publishers;

**Commission/Remuneration:** The reward that the Publisher receives and the Advertiser pays, for the agreement brought about via the Publisher or the contact between User and Advertiser, further described in Article 4.

**Daisycon:** The limited liability company Daisycon, with registered premises at P.J. Oudweg 5, 1314 CH Almere, registered under VAT number 8090.84.855.B01 and Chamber of Commerce number 39.07.36.84.

**User/Visitor:** A natural person who finds himself on the Publisher's Affiliate channel, or who arrives at the website or app. of an Advertiser via a Publisher's Affiliate channel by means of a link provided by Daisycon;

**Click:** A visitor who arrives at the website of an Advertiser via a Publisher's Affiliate Channel by means of a link provided by Daisycon;

**Resources / Promotion Resources / Advertisement Material:** Resources made available by an Advertiser in the Daisycon system to a Publisher to promote the Campaign. These include, but are not limited to, banners, text links and product feeds.

**Network Agreement:** The agreement between Affiliate Network and the Advertiser on the basis of which the Affiliate Network, on the one hand, mediates in establishing the agreement between Advertiser and one or more Publishers to participate in one or more Campaigns and on the other hand, the Affiliate network facilitates the implementation of that agreement by, among other things, providing Advertising Materials, registering Views, taking care of Clicks and/or Transactions and organizing the administrative handling of payments.

**Publisher:** the natural or legal person who promotes the product or service of the Advertiser on the basis of an Affiliate Agreement via his Affiliate Channel. The Publisher is an independent entrepreneur or individual who cannot be regarded as an assistant of Daisycon. The publisher is also known as affiliate;

**Transaction:** A Transaction is a purchase, a registration or some other action as described in the Advertiser's program or the campaign which is carried out by a visitor or on behalf of a visitor on the Advertiser's website or on a page within Daisycon's network that is distributed for this purpose.

**View:** A display of an Advertisement to a visitor



## 1. Registration and acceptance

1.1 Applying to become a Publisher means that the Publisher accepts the General Terms and Conditions for Publishers and observes them.

1.2 In order to be registered as a Publisher, the applicant Publisher must:

- Truthfully complete the entire application form;
- Confirm acceptance of the General Terms and Conditions for Publishers;
- Be 18 years or older.

1.3 After the application has been received, the application and the Publisher's Affiliate Channel will be assessed to see whether they meet the stated requirements (see Article 3) and whether there are any other objections to the application by the applicant Publisher. Daisycon shall under no circumstances be obliged to accept an application.

1.4 Acceptance or rejection of a prospective Publisher's application will be announced by means of a confirmation or rejection email sent by Daisycon. Daisycon will try to respond to applications within two (2) working days after receipt. The agreement will only come into effect and the applicant will be accepted as a Publisher after receipt of the confirmation email.

1.5 – Before the Publisher may promote an Advertiser's Campaign, the Publisher must register its Affiliate Channel with the Advertiser. The Advertiser will approve or disapprove the Affiliate Channel. The publisher is only allowed to promote an Advertiser's Campaign with the approved Affiliate Channel. By registering, the Publisher accepts the Affiliate Agreement between the Advertiser and Publisher. Daisycon is not a party to this and only has a mediation role. Daisycon does provide the statistics and payments to the publisher.

1.6 – If Publisher acts in contradiction to one or more conditions for registration as stated in article 1.2, Daisycon is entitled to deny the Publisher immediate access to the network. Publisher also loses all claims to receive and already paid commissions.

## 2. Usage

2.1 Transactions, clicks and views must be performed purposively by the User without any coercion, misrepresentation or promises which are not in accordance with the Advertiser's campaign. It is not permitted to pay a User to generate Transactions without the express approval of Daisycon and/or the Advertiser. Judgement of this is at the discretion of Daisycon and the Advertiser.

2.2 The Publisher shall be clear about the fact that the products and/or services are provided by the Advertiser and not by the Publisher. The Publisher shall be clear about the fact that any promotional offer is made available by or on behalf of the Advertiser. The Publisher shall be clear about the fact that the distribution activities take place via Daisycon's network.

2.3 The Publisher shall be entitled to use the Advertiser's name, the logo as displayed on the Advertiser's website and any material specially provided by Daisycon exclusively for the purpose of affiliate programs or campaigns in a manner to be indicated from time to time by the Advertiser and at all times in accordance with the instructions issued by the Advertiser and Daisycon. A further condition is that no modifications shall be made to the material provided and that use of it shall not be misleading or damaging to the Advertiser and/or Daisycon.

2.4 Without prejudice to the requirements of Article 3.3, the Publisher will respect the copyright, trademark rights and any other exclusive entitlements as enjoyed by Advertisers, by Daisycon and by any third parties.

2.5 The Publisher shall use the material made available solely for the purpose of the affiliate program and/or the Advertiser's campaign and shall make no modifications to it.



2.6 The information and data obtained through the use of Daisycon's network may only be used by the Publishers themselves and only in the context of participation in the network. The provision of such information and data to any third party, as well as its use for other purposes, and in particular for the purpose of advertising, are strictly prohibited.

2.7 Daisycon will offer the Publisher's the Affiliate channel to the Advertisers selected by the Publisher. The Publisher must familiarize himself with the Affiliate Agreement as drawn up by the Advertiser, and to meet the conditions and, in as much as this is relevant, accept any additional conditions for participation in a specific Campaign. The Publisher must satisfy the conditions and, where applicable, must also accept the supplementary conditions for participation in a specific program. While Daisycon will make a real effort to recruit as many Advertisers as possible, it is unable to provide any guarantees in this respect.

2.8 The products and/or services on the Advertisers' Affiliate Channel may change on a regular basis. The Publisher shall ensure that the terms and conditions relating to the products and/or services which may be specified on its website and/or which are in its possession for promotional purposes are in accordance with the products and/or services appearing from time to time on the Advertiser's website.

2.9 Transaction and click data may solely be saved and/or processed by publishers to promote the concerning advertiser or to make analyzes. The publishers takes care of it that the data is adequately secured and complies to the applicable privacy guidelines and legislation.

2.10 Publisher is doing its utmost best to inform its visitors about the Daisycon services they use. Therefore Publisher can use the standard text that is provided by Daisycon. You can find it here.

2.11 Publishers shall not be permitted to use the material supplied and the data obtained for actions or conduct which are in conflict with the applicable statutory requirements, netiquette, the Guidelines of the Netherlands Advertising Code Committee, the Affiliate Agreement or this T&C. This will include, but is not restricted to, the following actions and conduct:

- Sending unsolicited e-mail as defined in the Telecommunications Act;
- Unsolicited and unwanted placing of a notification in news groups, fora, or in reaction to a blog;
- Violation of work protected by copyright or any other action which is in conflict with intellectual property rights held by a third party;
- Misleading any third party;
- Misusing text, logos, brand names or information from Advertisers;
- Offering payment and/or discounts directly to Users for engaging in Transactions with Advertisers, without the express approval of the Advertiser;
- Using the Advertisers' brand and/or trade names in search engines or in keyword marketing.
- Targeting visitors from countries that are not applicable to the advertiser.

2.12 Some examples of content of a Publisher's website or e-mail that is not permitted are listed below:

- Content of an pornographic or violent nature;
- Content which discriminates by race, gender, religion or philosophy of life;
- Content that develops, promotes or praises illegal activities;
- Content that harms the good name and reputation of Daisycon and/or the associated Advertisers;
- Content that violates the copyright, trademark or other entitlements of the Advertiser or any third party.

2.13 For promotion via email, advertising networks, search engines and other forms of traffic purchasing, the express permission of the Advertiser must be obtained. In the case of e-mail marketing, the Publisher must request explicit permission from the Advertiser for each individual mailing via the e-mail approval tool,. For Campaigns where rewards are per Click (CPC) the Publisher must take the following into consideration: The express approval of the Advertiser must be obtained prior to running a CPC campaign via email or search engines. "Get-paid-to" sites are excluded from CPC payments. The generation of clicks using CGI or other scripts, popup windows, search engines, etc. is not permitted. Modification of the generated HTML link code is not permitted. Requesting people to click on a link and paying visitors to click on a link is also not permitted. Judgement of the above is at the discretion of Daisycon.



2.14 The Publisher's Affiliate Channel must be accessible to the general public if it includes links for which the Publisher receives payment per impression, per click or per purchase.

2.15 The Publisher shall, at all times, act in accordance with the guidelines and instructions relating to the installation and use of the link, as well as the guidelines and instructions relating to the content.

2.16 If the Advertiser indicates that installation and use of the link on the Publisher's website is not desired, Daisycon shall be entitled to block the link without prior notification.

2.17 Notwithstanding Article 3.14, the Publisher binds itself to remove any link, to return any promotional material and/or to remove them from the Publisher's website within two (2) working days, or to cease promotion or distribution, at the first request of the Advertiser and/or Daisycon.

2.18 In order to prevent misuse, Daisycon shall be entitled to store the Publisher's IP address as part of the registration process.

2.19 Daisycon shall be entitled to call up Publishers' data, to process it, to store it or to use it for internal and/or statistical purposes. For reasons of privacy, Daisycon shall not provide any personal data to third parties without prior approval from the relevant persons. Exceptions to this apply where the Publisher has registered with an Advertiser. Advertiser receives insight into the name and address details of the Publisher. If it is suspected that the Publisher does not comply with the T&C, then, at the request of the Advertiser, it can be decided to hand over the other contact details to the injured party. Daisycon also has the right to contact the Publisher either by email or phone. In addition, Daisycon has the right to hand over the publisher's details to the competent public authorities.

2.20 If the Publisher acts in conflict with one or more conditions from this T&Cs, or if there is a well-founded suspicion he is, Daisycon is entitled to temporarily suspend the payment of accrued commissions.

2.21 If the Publisher acts in conflict with one or more conditions from this T&Cs, or if there is a well-founded suspicion he is, Publisher is obliged to cooperate with an investigation into the violations and Publisher is obliged to provide access to its records, electronic files and data on his server.

2.22 If the Publisher acts in conflict with one or more conditions from this T&Cs, or if there is a well-founded suspicion he is, Daisycon is entitled to reclaim the already paid commission. This concerns all commissions that are suspected of having been accrued in violation of the APV.

### **3. Commission/Rates**

3.1 The Publisher may claim commission, provided that:

- The commission has been earned in a regular manner and is not in conflict with the General Terms and Conditions for Publishers nor the normal standards of fairness and reasonableness;
- Advertiser has fulfilled its payment obligation for the Transaction to Daisycon. The only exception to this is where the publisher uses a special payment agreement as specified in Article 4.7.
- The commission has been assigned to the Publisher. The Advertiser may decide that the Publisher may not claim the relevant commission in the event that the User returns the product and/or cancels the transaction. In that event, the Publisher will receive no commission.

and

- Daisycon has recorded a view or click on the Publisher's website and payment is due for each view or click;

and/or



- A User has purchased and/or requested products and/or services from one or more of the Advertiser's websites and provided that these actions were registered by means of a link on the Publisher's website or in a Publisher's e-mail or by means of keyword marketing activities;
- A User has purchased and/or requested products and/or services from one or more of the Advertisers and provided that this purchase and/or request was realized and recorded by means of promotional activities by the Publisher;

3.2 Approval of Transactions is at the Advertiser's discretion and will be based on criteria drawn up in advance by the Advertiser. Daisycon will monitor the Advertiser to ensure that approvals are completed in a conscientious and timely fashion. Once approved transactions can not be changed, except in exceptional circumstances (such as misuse of third parties, failure of the Advertiser or obvious errors of the Advertiser in the processing). Daisycon explicitly rejects any responsibility for the approval of transactions.

3.3 With cost-per-click (CPC) arrangements, only one (1) click per IP address per advertising message per Publisher per daily period will be registered.

3.4 The commission specified in Article 3.1 is for Publishers participating in the "business" category and excludes VAT. Where applicable under the law of the Netherlands, VAT will be added to the commission and paid, provided the Publisher holds a VAT number.

3.5 The recorded Views, Clicks and Transactions shown on Daisycon's website are binding for Daisycon, the Advertiser and the Publisher.

## 4. Payment

4.1 Payment of Commission is dependent on the payment method selected by the Publisher. As a rule this takes place around the 15th day of the month, to the IBAN account number provided by the Publisher. In case the sum of the Commissions in any payment period (month) is less than € 25,- (in words: twenty five Euros) then no payment shall occur in the month in question and the Commission will be paid at a later date. Payment will then occur in the month where the total Commission amounts to € 25,- (in words: twenty five Euros) or more.

4.2 In the event that the payment is to be made to a bank account outside of the EU, the minimum commission to be paid is € 100 (in words: one hundred euros). In the event that the commission for the period of one month amounts to less than € 100 (in words: one hundred euros), no payment will be made in the month in question and the commission will be paid at a later date. Payment will be made in the month where the total commission amounts to € 100 (in words: one hundred euros) or more. Any bank charges imposed for payments abroad will be withheld from the payment.

4.3 The total Commission earned by the Publisher, which has been accumulated via participation in the various affiliate, lead and cost-per-click programs, will be paid each payment period in euros in arrears by Daisycon. No interest will be due on credit balances in Publishers' or Advertisers' accounts.

4.4 Daisycon shall, at all times, be entitled to offset any amount owed to a Publisher against any amount owed by the Publisher to Daisycon for whatever reason.

4.5 Any residual credit balance payable to a Publisher at the end of the agreement will be paid to the Publisher, provided it amounts to €25 (in words: twenty five euros) or more.

4.6 The Publisher's account will be closed, if no credit balance whatsoever is achieved over a period of one (1) year. Extension of the agreement will be at Daisycon's discretion. In the event that the accumulated credit threshold for payment has not been achieved within three (3) years, the account will be closed and the accumulated credit balance will not be paid. The Publisher may submit a request to extend the agreement within a period of one month following closure of an account in writing.

4.7 – The Publisher can purchase the extra service whereby Daisycon shall pay Commissions for approved Transactions before the Advertiser has paid Daisycon. Daisycon is not required to offer this extra service to the Publisher.



## 5. Ending the collaboration

5.1 Daisycon shall, at all times, be entitled to end the collaboration with the Publisher, for reasons of its own, taking account of a notice of two (2) working days. The Publisher shall, at all times, be entitled to end the collaboration with Daisycon, for reasons of its own, taking account of a notice of 2 (two) working days.

5.2 Without prejudice to its remaining entitlements, Daisycon, acting on behalf of Advertisers, shall be entitled to end the collaboration with the Publisher with immediate effect in the event that:

- The Publisher falls short in meeting its obligations or acts in conflict with the T&C
- The Advertiser or Daisycon is of the opinion that the Publisher's Affiliate channel or e-mails could constitute a breach of public order or decency or could be shocking or violent in any way whatsoever;
- The Advertiser or Daisycon may suffer damage because of it in any way;
- In the context of a Campaign the Publisher acts unlawfully towards the Advertiser, Daisycon and/or any third party.

5.3 The collaboration between the Publisher and Advertiser will end by right in the event that:

- The relevant Advertiser's affiliate program has been stopped;
- The agreement between Daisycon and the Advertiser has been terminated.

5.4 In the event of termination of the cooperation, the Publisher is obliged to immediately destroy all data / data relating to the services of Daisycon or the participation of an advertiser's campaign.

## 6. Consequences of ending the collaboration

6.1 In the event that the collaboration with the Publisher is ended, for whatever reason, then:

- The link(s) will be disconnected;
- Daisycon shall be entitled to block the Publisher's access to Daisycon's website;
- The Publisher may make no (further) claims to commission, without prejudice to the requirements of Article 6.2;
- The Publisher will immediately remove from its website and/or return all links and/or material provided by the Advertiser and/or Daisycon;
- The Publisher shall no longer be entitled to use the Advertiser's nor Daisycon's name.

6.2 Exclusively in cases where the collaboration is ended in accordance with Article 5.1, Article 5.3 and/or Article 9.3, the Publisher may claim payment of Commission relating to clicks, views or Transactions completed before the end date, in accordance with the conditions of Article 3 and Article 4.

6.3 Without prejudice to the statements of Article 6.2 and Article 7, Daisycon and the Publisher may make no claim for payment from the other party in connection with the ending of the collaboration, and the parties hereby waive any entitlement to any compensation and/or damages in relation to the ending of the collaboration.

## 7. Liability

7.1 The Publisher shall be fully responsible and liable for the development, maintenance and performance of his/her Affiliate channel and/or e-mail or keyword marketing activities, as well as its content. The Publisher shall be liable for any damage suffered by Daisycon or the Advertiser as a consequence of any shortcomings on the part of the Publisher, except where there is no intent or serious misconduct on the part of the Publisher or his subordinate manager(s).



7.2 Daisycon shall not be liable, under any circumstances, for direct or indirect damage suffered and/or costs incurred by the Publisher in connection with participation in the affiliate program, except in the case of intent or serious misconduct on the part of Daisycon or its subordinate manager(s).

7.3 The Publisher hereby undertakes to meet all obligations imposed by fiscal legislation and indemnifies Daisycon against all claims on that subject.

7.4 Daisycon shall not be liable for the material provided by the Advertiser. It remains the Publisher's responsibility to include and/or distribute it. In the event that Daisycon is held liable by third parties in connection with such content, then the Publisher creating the situation shall assume liability for this from Daisycon, indemnifying Daisycon on the subject. Costs incurred by Daisycon in connection with claims of liability by third parties, such as the costs of legal assistance, shall be compensated in full by the Publisher.

7.5 Daisycon shall not be liable for the quality and uses of the goods and services purchased by the User, nor for the quality, nor for any breaches of entitlements of any third party.

7.6 Daisycon undertakes to provide the Publisher with insight into the following via its websites:

- Applications for admission to the Advertiser's program;
- Clicks and Transactions generated for the Advertiser.

7.7 Any attempt to manipulate the Daisycon network in any way whatsoever will automatically lead to immediate blocking of the Publisher. All claims to any accrued credit balances will thereby become invalid. Any damage suffered will be recovered from the Publisher.

7.8 Daisycon cannot be compelled to comply with its obligations resulting from the agreement with the Publisher, if and as far as such compliance is hindered by external factors, such as a fault in Daisycon's network (whether or not caused by external influences, human error, etc.) or an interruption of operations.

## **8. Confidentiality**

8.1 Prior to, during and following the termination of the agreement with Daisycon, the Publisher shall refrain from making any statement to any third party or from providing any such third party with information relating to the methods and techniques used and the data provided by Daisycon, all to be interpreted in the broadest sense of the word as well as any information arising from the concluded Affiliate Agreement (s) entered into by Publisher.

## **9. Miscellaneous**

9.1 The Publisher shall give no undertaking nor enter into any obligations for or on behalf of the Advertiser and/or Daisycon.

9.2 The Publisher shall not be entitled to transfer (part of) its rights to a third party through collaboration without written approval from Daisycon.

9.3 Daisycon shall be entitled to amend the T&C at any time. The Publisher will be informed of such action by electronic means. The Publisher shall be entitled to end the collaboration in the event that the amended T&C are not acceptable to the Publisher. If the Publisher does not initiate the ending of the collaboration within 14 days, the Publisher shall be deemed to have accepted the amended T&C.

9.4 If any stipulation of these T&C is in conflict with the applicable law, then this stipulation shall be amended so that it is brought into compliance with the applicable law, taking account of the scope of the relevant stipulation.

9.5 The Publisher expressly states that he/she is aware of the legislation in the country where the promotion takes place regarding the distribution of advertising relating to the Publisher's services and/or products. The Publisher



indemnifies Daisycon against any legal claims which could be related to the distribution of the Publisher's advertising messages.

9.6 By registering, a Publisher automatically agrees to the latest version of the T&C relating to participation in the Daisycon network.

9.7 No company existing as a legal entity shall be formed as a result of this agreement. The T&C do not regulate any labour relationship, trading agency relationship, representative relationship or appointment relationship and, therefore, do not authorise any of the parties to issue any legal declarations on behalf of one or more of the relevant parties, or to oblige any party to act in any way whatsoever or to represent them.

## 10. Privacy and Data security

10.1 Publisher will strictly comply with the guidelines described in the General Data Protection Regulation (GDPR). With the aim of guaranteeing privacy for Parties and Users between Publisher, Daisycon and Advertiser, Daisycon has drawn up a Standard Processor Agreement for the interaction between Publisher and Daisycon and Publisher and Advertiser. This processor agreement is part of the General Publisher conditions. Publisher declares that he has accepted this processor agreement when entering into a collaboration with Daisycon and / or an Advertiser (<https://www.daisycon.com/en/standard-processor-agreement-publishers/>).

10.2 In addition to the standard processor agreement, Daisycon will be able to impose additional processes and guarantees on Publisher to ensure the Privacy and Data Security.

10.3 In addition to the standard processor agreement, an advertiser may include additional requirements and guidelines in his Campaign description. A Publisher must inform himself of any additional conditions for participation in a Campaign of an advertiser. 10.4 Changes to an advertiser's Campaign Terms and Conditions will be communicated to the Publisher prior to the effective date of the change. Continuation of the Affiliate Agreement with the relevant Advertiser means that the Publisher accepts the changes.

## 11. Applicable law and competent court

11.1. The General Terms and Conditions for Publishers are subject exclusively to Dutch law.

11.2 The nullity of one or more of the stipulations of these T&C will not affect the validity of the remaining stipulations.

11.3. Any disputes concerning the T&C which cannot be settled amicably by Daisycon and the Publisher will be brought before a registered mediator affiliated with the NMI (hereafter referred to as Mediator) The choice for Mediator is decided in consultation between Daisycon and the Publisher.

11.4 – The costs of the Mediator shall be borne by the losing party, unless otherwise agreed in beforehand.

11.5 – If either Daisycon or the Publisher disagree with the conclusion of the Mediator then the dispute can be brought before the competent Court in Lelystad, unless Daisycon chooses to bring the case before the Court that would have been competent to handle the dispute in the absence of this article.