

Consumerfieldwork GmbH

Consumerfieldwork GmbH (=LLC)

How we want our custom affiliate campaign to be run - FAQs

(not applicable to our programs at the managed affiliate networks)

Terms & Conditions valid for our custom affiliate campaign are to be found at end of this document.

Key Information	
Action Description	Register as a panel member
Validation Criteria	Double opt in with clicking an email validation link
Validation Period	30 days
Cookie Period	7 days
Commission Structure	<ul style="list-style-type: none">-Leadprice of 1.50 EURO for the UK and 2.50 EURO for Germany (since 07/2018). Leads detected from other countries than UK/Germany are considered as invalid.-We offer PayPal (worldwide) or Bank/Wire Transfer (UK sterling and EURO zone / SEPA area bank accounts are accepted).-For Bank/Wire transfer we need bank account holder, SWIFT/BIC and IBAN. Only German Affiliates use BLZ and KTO-Nr. instead.-Minimum payout balance is 25 Euro, payout occurs usually once a month.
De-Duplication Policy	<p>On regular base only one lead per registration will be remunerated, and the first lead counts.</p> <p>In addition de-duplication may be done against our own search engine advertising in the future - however currently this is not the case.</p>
Types of Publisher Permitted On The Program	
Use of Incentive Sites	<p>Are cashback affiliate sites permitted on the program?</p> <p>No. Classical website promotion only. We do not want any incentives given for registering in our panel in whatever form. Registration shall be only motivated by the will to become a member in our survey panel.</p> <p>Are loyalty (i.e. sites that offer an incentive other than cash, such as points) affiliate sites permitted on the program?</p> <p>No.</p> <p>If the standard commission offering is tiered, can the merchant provide a fixed commission level for these affiliates?</p> <p>No.</p>
Use of Voucher Codes	<p>Are voucher code affiliates permitted on the program?</p> <p>No. We do not want any incentives given for registering in whatever form. Registration shall be only motivated by the will to become a member in our survey panel.</p>
Use of Software Application Sites	<p>Are software application sites permitted on the program?</p> <p>No. Classical website promotion only.</p>

Consumerfieldwork GmbH

Registered office: Hamburg
Register court: AG Hamburg
HRB 111319

Managing Directors:
Christian Brieskorn, Martina Kinau
VAT ID: DE267634990

Consumerfieldwork GmbH
Fon: +49 (0)40/740 41 98-0
Fax: +49 (0)40/740 41 98-1
Email: info@consumerfieldwork.com
URL: www.consumerfieldwork.com

Consumerfieldwork GmbH

<p>Use of Sub Affiliates</p>	<p>Are sub affiliates permitted on the program?</p> <p>No. Classical website promotion only.</p>
<p>Use of Social Media</p>	<p>Are affiliates permitted to promote the program across their own Social Media properties?</p> <p>No. Classical website promotion only.</p> <p>Are affiliates permitted to promote the program in the wider Social Media space (e.g. Facebook arbitrage)?</p> <p>No. Classical website promotion only.</p>
<p>Use of Email Affiliates</p>	<p>Are affiliates permitted to distribute emails advertising the merchant to their own database?</p> <p>No. Classical website promotion only.</p>
<p>PPC (Search Engine Pay Per Click) Affiliates</p>	
<p>Use of PPC Affiliates</p>	<p>Are affiliates permitted to bid in search engines on brand terms?</p> <p>No, not at all. We use PPC recruitment on our own and do not want affiliates involved in competitive actions.</p> <p>Are affiliates permitted to bid on hybrid brand + generic terms?</p> <p>No.</p> <p>Are affiliates permitted to bid on misspellings and variations of the brand term?</p> <p>No.</p>
<p>URL and ad copy restrictions</p>	<p>Can affiliates use the brand name in their url?</p> <p>No.</p> <p>Can affiliates use the brand name in the sub domain or directory url of their own website?</p> <p>Yes.</p>
<p>Direct linking restrictions</p>	<p>Are affiliates allowed to send traffic directly to the merchant site from the PPC space in the search engines, using the merchant url as their display url?</p> <p>No. We use PPC recruitment on our own and do not want affiliates involved in competitive actions.</p> <p>Which search engines does this apply to?</p> <p>All.</p>
<p>Branding</p>	

Consumerfieldwork GmbH

Branding Guidelines	<p>Do affiliates have to adhere to any branding guidelines, eg referring to the client in certain terms, using particular fonts, including any necessary information?</p> <p>No such restrictions or guidelines.</p>
Creative Restrictions	<p>Do affiliates have to display the most up to date logos and banners at all times from the affiliate system?</p> <p>No, not necessary. Affiliates may use outdated material, if they like.</p> <p>Do affiliates have to pick up creative from the affiliate interface rather than hardcoding it?</p> <p>No, not necessary. Hardcoding is allowed.</p>
Copy Compliance	<p>Are there any copy regulations that affiliates have to adhere to?</p> <p>No such regulations.</p> <p>What is the turnaround time expected on any changes and what notice will be given?</p> <p>60 days, should we ever require such.</p>
Deeplinking	<p>Are affiliates permitted to deeplink to specific pages on the merchant site?</p> <p>Yes, deeplinking is allowed.</p>
General	
Search Engine Optimisation (SEO)	<p>Are there any restrictions on the way affiliates can optimise their pages in order to improve the search engine rank to promote the program?</p> <p>No special restrictions.</p>
Regional restrictions	<p>Are there any regions or territories that affiliates are not permitted to target?</p> <p>Affiliates may only target the UK (including Northern Ireland) or Germany, dependent on the region registered at. No other countries may be targeted. Affiliates generating non-UK / non-Germany traffic in higher quantities will be excluded. Also using German links for UK or UK links for Germany is not allowed.</p>
Product information	<p>What products on the merchant site are being tracked?</p> <p>Not applicable. We track registrations to our panel which are validated per double opt in.</p>
Ramifications	<p>What are the consequences of any affiliate breaking Ts and Cs?</p> <p>Usually exclusion from the program. In very grave cases we will consider legal steps in addition. However, so far this has never occurred.</p>

We will provide, wherever possible, affiliates with reasonable notice period on any significant changes to the program. Examples of significant changes include, but are not limited to, commission changes of more than 25%, alterations in de-duplication criteria and program closure.

Consumerfieldwork GmbH

Registered office: Hamburg
Register court: AG Hamburg
HRB 111319

Managing Directors:
Christian Brieskorn, Martina Kinau
VAT ID: DE267634990

Consumerfieldwork GmbH
Fon: +49 (0)40/740 41 98-0
Fax: +49 (0)40/740 41 98-1
Email: info@consumerfieldwork.com
URL: www.consumerfieldwork.com

Consumerfieldwork GmbH

Program Terms & Conditions

for our own custom affiliate program

(not applicable to our programs at the managed affiliate networks)

1. Area of Use / Definitions

- 1.1. The following general terms and conditions are part of each and every contract between the Consumerfieldwork GmbH, Singapurstrasse 15, D-20457 Hamburg (called: Consumerfieldwork or Advertiser in the following) and the contract affiliate partner (called: Publisher in the following).
- 1.2. Consumerfieldwork provides services, performances and supplies for Publishers only on the basis of these General Terms and Conditions for Publishers. Apart from that Consumerfieldwork is entitled to pass on services or other parts thereof to be carried out independently by third parties or an agent.
- 1.3. The validity of the General Terms and Conditions for Publishers refers to all services offered to Publishers by Consumerfieldwork. By making use of the services by Consumerfieldwork the Publisher acknowledges these General Terms and Conditions as binding.
- 1.4. Apart from the present General Terms and Conditions, the relevant valid price list provided by Consumerfieldwork also becomes part of the contract with Publishers.
- 1.5. The following definition is used for the term Publisher:

A Publisher is a natural or legal person, owner respectively operator of digital media (websites, e-mails, SMS, MMS, and others), providing Consumerfieldwork with linked advertising platforms that are further passed on to an Advertiser.

2. Contract Signing and Participation

- 2.1. Consumerfieldwork offers advertising materials for its partner programme. The Publisher can apply for these partner programme.
- 2.2. Contract is made between Consumerfieldwork and the Publisher. There may be a possibility that in certain cases Consumerfieldwork adds additional conditions for participating in a partner programme. These conditions are then supplementary to the current General Terms and Conditions for the Publisher.
- 2.3. Only legal persons as well as unrestrictedly legally competent natural persons can become Publishers at Consumerfieldwork. There is no entitlement to participation.
- 2.4. Consumerfieldwork has the right to request a valid business license, commercial register-entry and / or proof of identity from the Publisher.
- 2.5. In case an employee of a legal person applies to become a Publisher, then this requires a written authorisation. The same is valid for other third parties (e.g. an agency) that register as a Publisher in their name.
- 2.6. A contract only becomes valid, when Consumerfieldwork confirms the registration of the Publisher.
- 2.7. When registering, the Publisher must provide all requested details and answer truthfully. The Publisher must update the Consumerfieldwork online system independently, at the latest, within two weeks of changes taking place. If there are changes to the contract partnership, e.g. due to changing company names, take-over, relocating the business etc., then the Publisher must inform Consumerfieldwork in writing with relevant extracts from the commercial register and / or proof of business.
- 2.8. The Publisher agrees to receive e-mails by Consumerfieldwork. If the Publisher prevents the receptions of these e-mails then this will be taken as implied cancellation of the contract.
- 2.9. The Publisher must observe the applicable laws. Advertising platforms which apply must not violate laws of the Federal Republic of Germany. Consumerfieldwork has the right to check advertising platforms for their contents and, if necessary, switch them off. The check may also be carried out by technical means.
- 2.10. The Publisher guarantees that they will not save any data or direct to any such data that may violate Consumerfieldwork's technical infrastructure and operating processes (e.g. viruses, Trojans, etc.).
- 2.11. Consumerfieldwork has the right to become also active as Publisher.
- 2.12. Consumerfieldwork has the right to use the Publisher as reference and also use the relevant name and logo in all media.

3. Code of Conduct

- 3.1. The Publisher is only allowed to participate in partner programmes with advertising platforms for which he owns the rights. Should advertising platforms be registered in the name of third parties, then the Publisher must present Consumerfieldwork with the relevant authorization upon request.
- 3.2. The Publisher is subject to a spam-ban with regard using advertising means and URL-codes in e-mails made available by Consumerfieldwork. Sending e-mails without request violates the German Competition Law and will in any case result in a warning from the receiver, competitors or consumer protection association. Therefore the Publisher is not allowed to send unrequested e-mails (spam) to third parties or to use advertising means and URL-codes provided by Consumerfieldwork in such e-mails.
- 3.3. Use of advertising materials and URL's in e-mails is only then permitted, when the receiver has expressly and traceably agreed beforehand to receive the e-mail ('Double Opt In'- procedure) and the e-mails show a legally valid imprint.
- 3.4. Upon specific request by Consumerfieldwork, the Publisher is obliged to present, if necessary, 'Double-Opt-In' evidence within 48 hours; otherwise Consumerfieldwork can apply the 'right of cancellation' according to §10.7.
- 3.5. The automatically generated "views, clicks, leads or sales" via technical devices (also computer programmes) as well as intentional and fraudulent misrepresentation is not permitted. Such irregularly obtained remuneration claims will be cancelled retrospectively by Consumerfieldwork.
- 3.6. -reserved-
- 3.7. The Publisher is obliged to set up their website including all entries in search engines, lists or link lists of third parties such that only valid clicks, leads and sales are generated.
- 3.8. Furthermore the Publisher is obliged to design their website in accordance with the applicable legal regulations and in particular with the obligatory consumer rights.
- 3.9. The Publisher is also obliged to refrain from displaying violence, sexual or pornographic contents, making or displaying discriminating statements with regard to race, gender, religion, nationality, disabilities, sexual tendencies or age.
- 3.10. If the Publisher advertises Consumerfieldwork partner programmes independently of their own site on another advertising network then they are obliged to ensure that the network's Publishers adhere to the rules and regulations of the Consumerfieldwork network and the relevant programme specific participation conditions. The Publisher is also obliged to give necessary details to the Consumerfieldwork network. If there is any violation, then the Publisher is fully liable

4. Advertising Materials

- 4.1. Changing the advertising means- and tracking codes generated from the system is not permitted. Exceptions may be negotiated individually in writing with Consumerfieldwork. The advertising means made available by Consumerfieldwork may not be changed or processed otherwise without prior approval. Placements or the frequency can be decided upon by the Publisher himself.
- 4.2. The Publisher is furthermore not allowed to use trademarks or other rights of Advertisers in any way, as far as and in as far as Consumerfieldwork has explicitly excluded this in the participation conditions of the relevant partner programme.
- 4.3. The Publisher is obliged to integrate advertising materials made available to him only on advertising platforms intended for them and not to pass them on to third parties. He can also only use the advertising material in connection with the participation in the partner programme.
- 4.4. The Publisher will inform Consumerfieldwork about technical changes or with regard to contents on their digital advertising areas that go beyond the extent that had been agreed in the contract. The Publisher confirms that in such a case there will be no further advertising shown in the advertising spaces without prior agreement.
- 4.5. The Publisher is obliged not to present prepared advertising means in such a context that may recognizably endanger the economic interests of Consumerfieldwork.
- 4.6. The Publisher is obliged to remove advertising materials if their relationship is cancelled, is barred or expires. If he does not remove the advertising means or they are no longer available, then they will automatically be replaced by Consumerfieldwork advertising materials or by partner programmes of affiliated networks.
- 4.7. Information gained by transmitting advertising materials can only be used by the Publisher in connection with the Consumerfieldwork partner programmes. It is expressly prohibited to pass this information onto third parties for use in other purposes. The Publisher is responsible for the proper integration of the advertising means. Consumerfieldwork is not liable for disadvantages resulting from an incorrect integration.

5. Remuneration & Invoicing

- 5.1. The Publisher is entitled to remuneration by Consumerfieldwork, based on the relevant agreements of advertising programmes. The Publisher has a virtual account with Consumerfieldwork (credit account) for an intermediate storage and visual preparation of remunerations. Existing credits do not yield interest. A payment can only be claimed, provided the account of the relevant Advertiser is in credit, which is checked by Consumerfieldwork within the frame of technical possibilities; unless otherwise expressly indicated, only net values are shown.
- 5.2. The conditions of remuneration within the frame of the partner programme are shown on the program website <http://www.consumer-opinion.com/affiliates.aspx>. In case the conditions change, then Consumerfieldwork will inform the Publisher about this at least 48 hours before the change becomes active. Should there be an important substantial reason, then the deadline may be reduced under certain circumstances.

5.3. Consumerfieldwork is entitled to stop or pause a partner programme obtained by the Publisher, without having to give any reasons.

5.4. Remuneration is made based on the following events that can be combined. All views, clicks, leads and sales are recorded and verified as far as technically possible on the basis of the Consumerfieldwork transaction system.

Leads and sales are recorded in accordance with the relevant partner programme configuration amongst others by cookie and / or session tracking.

Pay per View: The view is remunerated, when the Publisher places, links and indicates one or several of the provided advertising means of a partner programme on his advertising platform and there is a relevant remuneration in the specific remuneration model of the partner programme. A view is then valid, when a user calls up the advertising platform of a Publisher, where the advertising means is clearly visibly integrated. Views for advertising materials that are generated on advertising platforms that are not registered in the Consumerfieldwork network, are not counted as valid. Also, repeatedly appearing flashes or successive flashes from the same advertising means for the same user (user/IP) are also not counted as being valid.

Pay per Click: With each click on advertising materials and thus resulting visits to the Advertiser site the Publisher is credited a sum defined in the remuneration model of the relevant partner programme. A click is then valid, when a user (user/IP) clicks consciously and deliberately on an advertising means of a Publisher's advertising area. Clicks on advertising materials that are generated on the advertising platform but are not registered in the Consumerfieldwork network and also repeated, respectively advertising means clicks in short sequence on the same advertising means by the same user (user /IP), respectively procedures. Forced clicks without expressed approval are not allowed and are invalid or any comparable, will not be remunerated.

Pay per Lead: A lead is defined in the remuneration model of the relevant partner programme (e.g. newsletter subscription, registering, contacting the Advertiser). A lead is remunerated when a user, after an advertising means click on the advertised digital medium, carries out the defined user action completely and permanently on the partner programme (e.g. no immediate cancellation of a newsletter subscription).

Pay per Sale: A sale is the signing of a contract by a user through a medium offered by the Publisher and an Advertiser for using goods or services against payment. A sale is valid, when the user, after having clicked the advertising means on the digital medium of the Advertiser, concludes a contract for a service against payment and a relevant remuneration in the remuneration model of the relevant partner programme has been provided.

Life-Time-Commission: The Publisher receives a "Life-Time-Commission" restricted to the relevant programme life time for the one-off gain of a customer.

Currently only Pay per Lead is offered by Consumerfieldwork.

5.5. The Publisher's claim towards Consumerfieldwork for performance based remuneration is created and becomes due based on the following conditions:

- An event has been successful (View, Click, Lead, Sale) based upon the advertising area provided to Consumerfieldwork by the Publisher. Within the scope of the relevant partner programme a commission is provided for this event.
- The event has been successfully recorded by Consumerfieldwork.
- There are no violations by the Publisher recorded with regard the current General Terms and Conditions.

Consumerfieldwork GmbH

Registered office: Hamburg

Register court: AG Hamburg
HRB 111319

Managing Directors:
Christian Brieskorn, Martina Kinau
VAT ID: DE267634990

Consumerfieldwork GmbH

Fon: +49 (0)40/740 41 98-0

Fax: +49 (0)40/740 41 98-1

Email: info@consumerfieldwork.com
URL: www.consumerfieldwork.com

Consumerfieldwork GmbH

- In the case of an event-type 'sale': The user accepts the delivery of goods at the place of destination, pays completely and the legal respectively the cancellation period granted to the customer by the Advertiser has run out.
- The event commission has been confirmed in the Consumerfieldwork system and thus finally acknowledged.
- 5.6. Consumerfieldwork is not obliged to remunerate events that have been generated by force or deception, nor do automatically or otherwise generated manipulations (e.g. click generators). In such a case Consumerfieldwork is entitled to block the Publisher's credit account and charge it fully with the unlawfully obtained and proven amount and credit it back.
- 5.7. Consumerfieldwork assures the Publisher the completeness of the successes as listed in the accounts only within the frame of the general technical possibilities of such a recording, in accordance with the applied tracking system.
- Should a technical recording not be possible, e.g. rejecting cookies by the user of the Publisher medium, then remuneration can only be claimed by the Publisher using suitable evidence and this accepted by Consumerfieldwork.
- 5.8. -reserved-
- 5.9. Consumerfieldwork pays the remuneration usually the following month, provided the remuneration has reached its currency specific payment limit (currently 25 EURO). If necessary, the previous months must be added together. In the event of an account cancellation the balance is lost.
- 5.10. The Publisher explicitly refrains from receiving the credit notes by post.
- 5.11. In case the Publisher receives a relevant credit note by e-mail to be checked and in case the Publisher does not contradict this credit note within 3 days after receipt, then the credit note is considered to be approved. The virtual account statement at <http://www.consumer-opinion.com/affiliates.aspx> is respectively reduced. Unconfirmed commissions are not paid out. Payments are made in Euro based on the virtual accounts. Affiliates can choose between PayPal and Bank/ Wire transfer. Bank/Wire transfer for Germany is national wire transfer (Inlandsüberweisung). Payment method for EU countries other than Germany and non-EU countries inside the Single Euro payment area (SEPA) is SEPA wire. At present the following countries and territories are part of SEPA: Åland Islands, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Greece, Guadeloupe, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Martinique, Mayotte, Monaco, Netherlands, Norway, Poland, Portugal, Réunion, Romania, Saint Barthélemy, Saint Martin (French part), Saint Pierre and Miquelon, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom. Payments to outside SEPA are preferably made by PayPal. In case of international wire transfer outside the SEPA area, bank charges for international wire transfers are paid by the publisher.
- 5.12. Companies who are entitled to deduct VAT (Umsatzsteuer) must provide suitable evidence of this entitlement:
 - The new VAT-form (DE: USt-Formular) - confirmation by the tax authority (de: Bestätigung des Finanzamtes)
 - Confirmation letter for VAT no (DE: USt) by the Federal Ministry of Finance (DE: Bundesfinanzministerium),
 - recent letter from the tax authority (DE: Finanzamt) with the tax identification number,
 - writing of your current tax office (Steuerbüro/Steuerberater) with your tax number.Not sufficient at present:
 - Own writing of the Company (with and without letterhead)
 - Copy of the business registration (DE: Gewerbeanmeldung)After this evidence has been provided VAT will be added to payments for eligible publishers. A retroactive amendment of previously paid out credit is not possible. For non-German companies reverse charge may apply. Consumerfieldwork may request VAT information from companies even if reverse charge applies.
- 5.13. Credits on the Publisher account do not generate interest. A credit on the Publisher account becomes invalid within a specific period (§ 195 BGB), if the Publisher account is inactive or the credit cannot be paid because of missing or faulty account details.
- 6. Publisher's Liability
- The Publisher releases Consumerfieldwork from any claims for damages, liability claims and any other costs, that may occur to Consumerfieldwork due to actions by the Publisher that are contrary to obligations or contract.
- 7. Consumerfieldwork's Liability
- 7.1. Consumerfieldwork tries to keep the online system available, but cannot guarantee it. Interruptions may occur for maintenance work or due to third parties not connected with Consumerfieldwork. Should the online system fail anyway, and there are transactions that cannot be recorded by the online system, it will however not result in the Publishers making a claim against Consumerfieldwork.
- 7.2. Consumerfieldwork is not liable for force majeure and events that cannot be influenced by Consumerfieldwork (e.g. natural disasters, war, viruses). Thus Consumerfieldwork is not liable for resulting interruptions, respectively destruction of data. It is up to the Publisher to produce back-up copies.
- 7.3. Consumerfieldwork does not guarantee turnover successes.
- 7.4. Consumerfieldwork is also not liable for damages that result from violating the data updating obligation (compare 2.7). In case Consumerfieldwork suffers damages, then these must be compensated for by the Publisher to its full extent.
- 7.5. Consumerfieldwork is not liable for the correct and complete contents, the quality of goods and services from Advertisers, as well as for the fact that these services do not violate rights of third parties. Consumerfieldwork does not warrant for damages that result from faulty software or hardware of the parties nor for the availability respectively the functioning of the internet.
- 7.6. Consumerfieldwork is only liable for damages other than injuries to life, body and health, only in as far as these have been caused by intent or gross negligence or are based on a culpable breach of fundamental contractual obligations by Consumerfieldwork, its employees or one of their agents. This also applies to damages resulting from a violation of obligations during contract negotiations as well as performing impermissible actions; a further extended liability for compensation is excluded.
- 7.7. Consumerfieldwork's liability is limited, apart from an intentional and grossly negligent behaviour, the breach of cardinal obligation or injuries to life, body and health by Consumerfieldwork, his employees or agents, to such typically foreseeable damages during contract conclusion and apart from that limited with regard to the amount to contract typical average damages, at the most, however, to the average success-dependent remuneration for half a year of the contract party. This also applies to indirect damages, in particular lost profits.
- 7.8. The regulations of the product liability law remain unaffected.
- 7.9 -reserved-
- 8. Data Protection
- 8.1. Consumerfieldwork is entitled to collect, process and store person related data relating to the Publisher, while respecting the current data protection regulations.
- 8.2. Consumerfieldwork is also entitled to pass on such data that the Publisher has deposited in the Consumerfieldwork online system to external service providers for the purpose of validating address and data as well as for checking the credit worthiness, while respecting the current data protection regulations.
- 8.3. The stored data will exclusively be used for handling the contract concluded between the parties.
- 8.4. -reserved -
- 8.5. -reserved -
- 8.6. Consumerfieldwork is entitled to take and apply all such technical measures required that are necessary to guarantee the upkeep of the IT system and detect possible misuse; § 110 TKG applies.
- 9. Amendments
- 9.1. Amendments to the General Terms and Conditions for the Publishers are always possible and will be announced with a notice of two weeks. They will be made available by e-mail or via the website system.
- 9.2. As long as this is not explicitly objected in writing within two weeks, the new General Terms and Conditions are considered to be accepted by the Publisher.
- 9.3. In case of an explicitly written objection, the contract is considered cancelled according to 10.1.
- 10. Cancellation
- 10.1. The contract can be cancelled by either contract partner anytime.
- 10.2. A cancellation by Consumerfieldwork does not require a written form and can also be sent by e-mail or even implicitly by putting setting the publisher account out of function.
- 10.3. The right for an extraordinary cancellation remains unaffected by §10.1.
- 10.4. In case of a cancellation, the Publisher must remove all advertising means within 48 hours upon request. This does not relieve the Publisher from his obligation to remove all invalid advertising codes that do not work anymore from their advertising platforms at once.
- 10.5. A possible remaining credit below 25 Euro will not be paid out.
- 10.6. Consumerfieldwork is entitled to exercise their right of an extraordinary right of cancellation in case of an important reason.
- 10.7. An important reason is in particular, when the Publisher does not adhere to the regulations of
 - 3 ff.: Code of Conduct
 - 4 ff.: Advertising Material
- 10.8. It is of no importance, whether the non-compliance is caused by the Publisher himself or a third party delegated by the Publisher.
- 10.9. Claims for damages and contractual penalties remain unaffected hereof.
- 11. -reserved-
- 11.2. It is of no importance, whether the non-compliance is caused by the Publisher himself or a third party delegated by the Publisher.
- 12. -reserved -.
- 13. Other
- 13.1. The German Law is applicable, excluding the UN-sales law.
- 13.2. As far as the Publisher is a merchant, a legal entity under public law or a federal special fund under public law, or does not have any general place of jurisdiction nationally, or has relocated abroad after contract conclusion or his whereabouts at the time of filing a claim is unknown, then the place of fulfilment and jurisdiction for disputes resulting from our contract is Hamburg.
- 13.3. These General Terms and Conditions for Publishers apply exclusively to the contract. Other conditions are not part of the contract contents, even, if Consumerfieldwork has not expressly objected to them.
- 13.4. Amendments or supplements to this contract must be done in writing to become effective. Employees at Consumerfieldwork are not authorised to make verbal changes or add supplements or verbally confirm anything.
- 13.5. -reserved -.
- 14. Severability Clause
- In case conditions of the current contract are or may become invalid in the sense of German Law, then the validity of the remaining conditions remain unaffected. As replacement of or to fill up gaps, a suitable regulation should be put in place that comes closest to that what the contract partners originally wanted.
- Hamburg, in February 2013

Consumerfieldwork GmbH

Registered office: Hamburg

Register court: AG Hamburg
HRB 111319

Managing Directors:
Christian Brieskorn, Martina Kinau
VAT ID: DE267634990

Consumerfieldwork GmbH

Fon: +49 (0)40/740 41 98-0
Fax: +49 (0)40/740 41 98-1

Email: info@consumerfieldwork.com
URL: www.consumerfieldwork.com