



Terms and Conditions of the Partner Programme of C&A Mode GmbH & Co. KG

Stand: 25.02.2021

§ 1 Scope of application

1. These Terms and Conditions of Participation of the Partner Programme of C&A Mode GmbH & Co.KG (hereinafter: "T&C") apply to participation in an affiliate network or partner programme (hereinafter: "C&A Partner Programme") between C&A Mode GmbH & Co. KG, Wanheimer Straße 70, 40468 Düsseldorf (hereinafter referred to as "C&A") or the agencies that set up and/or manage partner programmes for C&A (hereinafter referred to as "Agency") and the partners of the C&A partner programme (hereinafter referred to as "Partner"), which C&A operates via a sales platform (hereinafter referred to as "Network") of their choice or has operated by an Agency.
2. The partner's own terms and conditions of business require the express written consent of C&A and shall not apply even if C&A does not object to their validity.

§ 2 Subject of the contract

1. The subject of these conditions is the participation of the respective Partner in the C&A Partner Program. The Partner Program is a separate agreement to be concluded between C&A and the Partner and enables the placement of electronic C&A advertising, e.g. advertising banners, text links, product recommendations or similar, to be approved by C&A in individual cases, on an online advertising medium of the Partner.
2. For the successful mediation of transactions (e.g. leads, sales), the Partner receives a success-dependent reimbursement of advertising costs (hereinafter: "commission"), the amount of which depends on the respective service provided. In addition to the purchase of goods from C&A ("Sale"), transactions can also be a click or view of an advertising medium, the ordering of the C&A newsletter ("Lead"), or similar. Eligible transactions are specified in the network descriptions, which are part of the partner program.
3. In addition to these GTC, the General Terms and Conditions of the respective affiliate network (hereinafter referred to as "Network T&C"), which are valid at the time of the conclusion of the contract and have been agreed between the Partner and the Network, shall apply. If the Network T&Cs contain provisions that contradict these Terms and Conditions, these T&Cs alone shall prevail.

§ 3 Conclusion of contract

1. Unless expressly agreed otherwise, partners apply via the application procedure of the respective network. For the application procedure itself, the respective network T&C apply.
2. C&A and the agency reserves the right, to reject applications if the content of the partner advertising media does not correspond to the C&A target tracking. The Partner has no claim to the conclusion of a contract with C&A or the agency.
3. The Partner Program, subject to the additional validity of these T&C, shall come into effect as soon as C&A or the Agency has agreed to the Partner's application and the Partner has been notified thereof by e-mail.
4. If the Partner operates several Internet sites (domains) and would also like to participate in the C&A Partner Program with these sites, the Partner is obliged to indicate these Internet sites. The effective inclusion of these domains in the partner program requires the express confirmation of C&A or the agency and can be applied for by informal e-mail to C&A or the agency. A renewed application is not necessary. Approved domains are to be added by the partner in his partner account with the respective network.
5. The C&A Partner Program is intended for partners who refer end customers to C&A via their advertising medium as part of the Partner Program. Commercial resellers who place orders with C&A in order to in turn sell to end customers are excluded from the C&A Partner Program. Participation as a partner with the intention of reselling to end customers is only permitted with the prior written consent of C&A.

§ 4 Rights and obligations of C&A and/or the agency

1. C&A monitors and records the transactions in accordance with § 8 of these T&C.
2. Upon admission to the C&A Partner Program, the Partner is provided with a link between the Partner's advertising medium and C&A's website, via which visitors to the Partner's website can be directed to C&A. The link can be made to various areas of the C&A website. C&A or the Agency provides the Partner with a selection of advertising media for this purpose after admission to the C&A Partner Program. In addition to advertising material, C&A or the agency provides the Partner with product data in XML and CSV formats within the C&A Partner Program if required. Individual advertising material or special formats can be requested from C&A or the agency at any time, but there is no obligation to provide such.
3. The formats and design guidelines of the advertising materials are defined only by C&A.

4. In individual cases, C&A or the agency may require the Partner to remove certain content even outside the update cycles of the product data. The partner must implement the removal immediately after being requested to do so by C&A or the agency. The partner must notify C&A immediately by e-mail of the removal that has taken place.

§ 5 General rights and obligations of the partner

1. The Partner is responsible for the operation and maintenance of its advertising media and for all content and its up-to-dateness.
2. The Partner is responsible for the proper integration of the C&A Advertising. Subject to § 4(4), the Partner is free to decide on the duration of the integration of C&A Advertising within the framework of the right of use granted for a limited period in each case and is entitled to remove the C&A Advertising at any time. However, the Partner must ensure that only current electronic advertising from C&A is integrated on its advertising media at all times and undertakes to remove electronic advertising from C&A from advertising media without delay if either C&A has declared that it is no longer current (e.g. after the expiry of the respective C&A advertising campaign or if the respective advertising medium is no longer deposited in the C&A Network for retrieval) or the agency has requested its removal.
3. After termination of the contract (General Terms and Conditions and Partner Program), the Partner is obliged to remove all C&A advertising media from his advertising media without being asked to do so (at the latest by the end of 24 hours from the time of termination). A right of retention in this respect does not exist unless the claim has been legally established or acknowledged by C&A. If requested by C&A, the partner must confirm the deletion of the advertising media in writing.
4. A claim of the Partner to commission shall only arise on condition that during the term of the agreement a transaction of an end customer with C&A occurs as a result of the Partner's advertising activity, that this has been recorded in accordance with § 8 and confirmed by C&A and that there is no abuse as defined in § 6 on the part of the Partner.
5. The Partner undertakes not to provide content in any form, in particular not through its advertising media itself or through websites linked to its advertising media, that violates applicable law (e.g. criminal law, competition law and the law on the protection of minors), the rights of third parties (e.g. rights to a name, trademark, patent, copyright and personal rights) or morality. This includes in particular the depiction of violence, sexually suggestive images and discriminatory, insulting or defamatory statements with regard to race, gender, religion, nationality, disability, sexual orientation or age.
6. A website operated or used by the Partner must have a complete, easily recognizable, directly accessible and permanently available provider identification (imprint).
7. The Partner undertakes not to pass on the commission paid by C&A, either in full or in part, to end customers. In addition to the direct route to the end customer, a transfer of commission is also not permitted in indirect form via third parties or in the form of non-cash benefits or virtual goods. The operation of a business model of the Partner which fulfils the above conditions shall require the express written consent of C&A. In the event of a breach of this prohibition, any commission already paid shall be refunded in accordance with § 7(2).
8. The advertising of other vouchers, for example from end customer newsletters, print advertisements or customer service contacts, is not permitted. In addition, the Partner must comply with the following conditions for the advertising of vouchers and limited-time promotions: Only currently valid vouchers that are redeemable at C&A may be advertised. Expired vouchers must be removed immediately and may not be listed, even if they are marked accordingly. Sales promotions, special offers or other redirects to the

C&A website must be clearly separated from voucher codes in the communication. Vouchers that are explicitly made available exclusively to one partner may not be advertised by other partners. In the event of a violation, C&A reserves the right to take measures in accordance with § 7(2) of these conditions.

9.

The Partner is only entitled to send e-mails with C&A advertising to third parties if he/she has had this approved by C&A in advance. In doing so, the Partner undertakes to send e-mails with C&A advertising only to those persons who have previously expressly declared their consent to receive e-mails with advertising from C&A. The Partner guarantees to provide evidence of the respective express consent. The partner guarantees that the respective express consent can be proven and, if required and will provide C&A with the proof if necessary. The Partner guarantees that the declaration of consent and the corresponding proof thereof comply with the respective current requirements of case law. The placement of C&A advertising in e-mails must be identified as advertising in distinction to the editorial content. If the Partner sends purely advertising e-mails without editorial content, these must be identified as such in the subject of the e-mails. In the event of a breach, C&A reserves the right to take measures in accordance with § 7(1) of these conditions.

10. Insofar as the Partner works with product data from C&A, he undertakes to import product data prints that are up-to-date on a daily basis, to update their advertising spaces and thus to ensure that the advertised C&A products, in particular the price details, are up-to-date. The Partner is prohibited from changing product data, in particular price and shipping costs information.
11. Database copies of C&A's product data may only be used for linking to C&A. It is therefore prohibited to link to other websites, in particular to competitors of C&A. Furthermore, it is prohibited to change links from the database print.
12. The Partner is not authorized to make legally binding declarations on behalf of C&A or the agency vis-à-vis third parties or to give the appearance of being authorized to do so.

§ 6 Prohibition of abuse

The Partner is prohibited from any form of abuse in the form of obtaining remuneration-relevant events by unfair methods or improper means that violate applicable law or these Terms and Conditions of Participation. In connection with advertising space and advertising activities, the Partner is prohibited in particular:

1. To set up Internet pages, advertising (e.g. AdCopy), or similar, which give rise to a risk of confusion with the C&A website. The Partner is not permitted to mirror C&A's web presence, nor to adopt graphics, texts or other contents of C&A's web presence. In particular, the impression must be avoided that the Partner Website is a project of C&A or that its operator is economically linked to C&A in a way that goes beyond the C&A Partner Program and this contract. Any use of materials or content from the C&A website as well as its logos, trademarks or other marks by the partner beyond the rights of use from § 9 of these GTC requires prior written approval by C&A.

2. Register, operate or use domains in which sequences of characters of C&A protected trademarks and/or product designations, in particular the term "C&A", are identical or can be confused (e.g. through phonetic similarity or through similarity of signs as a result of the mere omission or addition of individual letters or numbers to the term "C&A"). The Partner is prohibited from directly forwarding advertising media of the Partner to the C&A website, i.e. the partner's advertising medium may not be linked directly as a through station to the C&A website.
3. To book as search terms in the area of search engine marketing (e.g. in Google AdWords or in Yahoo! Search Marketing) terms that are protected as trademarks of C&A, in particular the name "C&A" or "cunda.de", identical or capable of being confused (e.g. through phonetic similarity or through similarity of signs as a result of the mere omission or addition of individual letters or numbers in the term "C&A"), as well as to display them in any form. This applies to all areas of the advertisement (e.g. the terms "C&A" or "cunda.de" in the advertisement text, in the headline of the advertisement as well as in the sitelinks and one-line sitelinks). The Partner is obliged to ensure (for example by blocking using the "excluding keyword" function in Google AdWords) that terms that are protected as trademarks of C&A do not appear in combination with other terms in search queries. The Partner is not permitted to place Advertisements which contain as a visible link a URL of a trademark and/or product name protected by C&A, including possible misspellings and combinations. The Partner is obliged to ensure that his offers do not appear on Google Shopping. Direct links from the Google ad to the C&A website are also prohibited.
4. To use advertising forms such as iFrames, pop-ups, pop-unders and layers or to set up so-called click farms, click spamming or DDOS attacks. The integration of C&A advertising media on banner lists and advertising media of the partner with click request/click compulsion (e.g. paid mailing, SMS dispatch, forced clicks) is also prohibited. The Postview Tracking technology, which loads C&A advertising media and sets a C&A cookie with the customer to be referred without the customer's participation, is only permitted with the prior written consent of C&A. The use of Postview Tracking also requires the written approval of C&A and the written agreement of the Partner to the current C&A Postview guidelines. The partner assures to only set cookies if and insofar as an official C&A advertising medium is used, the advertising medium is visible to the customer and the generation of the cookie is preceded by a voluntary and conscious click.
5. Use electronic clues using adware as well as browser plug-ins (including add-ons for Firefox, Google Chrome, etc.). Already the use of the brand "C&A" for the advertising of such tools is prohibited.
6. Initiates transactions or has transactions initiated by third parties using the advertising materials, tracking links and/or other technical aids provided or otherwise falsely simulates transactions.
7. Use forms of advertising that enable tracking but do not display the advertising medium, do not display it perceptibly, or do not display it in the specified form.

§ 7 Contractual penalty, reimbursement of remuneration claims and blocking

1. For each case of culpable infringement by the Partner of one of the provisions of § 5(8), § 6 of these General Terms and Conditions, the Partner undertakes to pay to C&A an amount equivalent to one month's turnover of the Partner, calculated on the basis of the average of the Partner's turnover in connection with participation in the C&A Partner Program in the previous three months, but at least 2,500.00 euros but no more than 10,000.00 euros. Further claims remain expressly unaffected by the assertion of the contractual penalty.
2. In accordance with § 5(3), a claim for commission does not arise if the transaction has been concluded in culpable breach of the obligations arising from § 6 of these T&C. In this case or in the event of a culpable breach of § 5(7), commissions already paid out must be refunded to C&A or the agency without delay.
3. In the event of culpable violations of § 5 and § 6 of these T&C, C&A or the agency reserves the right to immediately block the partner account. The right to ordinary or extraordinary termination in accordance with § 14 remains unaffected by this.

§ 8 Tracking, Transactions und Commission

1. Via the tracking tool to be determined by C&A or the agency, all activities of the partner shall be logged and made accessible by means of statistics. The Partner's transactions logged in this way and the resulting net sales form the basis for the Partner commission to be paid out, which depends on the scope and real value of the service. Net sales include orders that have been retained and paid for by the customer after delivery in full or after partial returns on a pro rata basis. Net sales do not include shipping costs paid by the customer, the VAT shown, any optional service fees charged by C&A and orders for the Partner's own needs.
2. A commission claim of the Partner exists on transactions that were mediated by the active promotion of C&A via the advertising space registered in the C&A Partner Program within the first session and the following 30 days. The prerequisite here is that the browser setting of the referred customer accepts cookies and that he can be identified by C&A via this cookie.
3. The commission distribution is carried out by the respective network in their payment cycle. The current commission rates can be found in the partner information of the respective network and are not subject to these T&C. The Partner shall have no claim to reimbursement of advertising costs for placements via advertising spaces that have not been registered or approved.
4. C&A or the agency is responsible for the entire processing of the mediated order and reserves the right to reject orders at its own discretion, e.g. in the event of a negative credit check.

§ 9 Rights of use

The Partner shall receive a non-exclusive, non-transferable right, which may be revoked at any time, to use the advertising materials and product data provided, but only within the scope of these GTC and the C&A Partner Program and the agreements stipulated therein. The licensed materials may not be modified by the partner. C&A grants itself or the agency the right to withdraw the granted license at any time by written notification via e-mail without stating a reason. The license grants shall end at the latest upon termination of this agreement without the need for a separate declaration to this effect.

§ 10 Liability and Warranty

1. The provision of advertising material and product data takes place within the scope of the available technical possibilities. There is no entitlement to error-free and uninterrupted availability of the C&A website.
2. C&A shall only be liable without limitation in the event of intent or gross negligence.
3. In the event of slight negligence, C&A's liability - except in the case of injury to life, limb or health - shall be limited to the amount of the foreseeable damage typical of the contract in the event of a breach of material contractual obligations. Material contractual obligations are those that grant the contracting parties the rights that the contract is intended to grant in accordance with its content and purpose, in particular those obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose fulfillment the contracting party regularly relies and may rely (cardinal obligations).
4. The above limitation of liability shall also apply to the personal liability of C&A's employees, representatives and bodies.
5. Any further liability than provided for in this contract shall be excluded, irrespective of the legal nature of the asserted claim. However, the above limitations or exclusions of liability shall not apply to any strict liability prescribed by law (e.g. under the Product Liability Act) or liability under a strict warranty.

§ 11 Indemnity

The Partner undertakes, insofar as claims by third parties arise from the operation of its advertising medium, in particular through violation of its obligations under § 5 and § 6, to indemnify C&A against any claims as well as their costs for defense. Furthermore, the partner is obliged to support C&A comprehensively in the defense against such claims by providing declarations and information.

§ 12 Confidentiality

1. The parties assure to treat all information and data, in particular the regulations of this agreement, business and financial information, customer and vendor lists, price and sales information as well as evaluation materials provided by C&A as confidential and to maintain secrecy. Direct or indirect disclosure of such information to third parties is prohibited, unless such disclosure is necessary due to official instructions and/or legal regulations. Third parties do not include service providers commissioned by C&A to handle the C&A Partner Program. The Partner shall likewise oblige these third parties to maintain confidentiality of the confidential information for the time during and also after termination of their activity.

2. Press releases concerning the cooperation based on this agreement must be coordinated with C&A and require C&A's written consent prior to publication
3. The obligation to maintain secrecy shall apply for an unlimited period of time beyond the duration of this contract. The obligation to maintain secrecy shall not apply to such information which was already demonstrably known to the Partner prior to disclosure or which has become generally known without this being based on a breach of this obligation to maintain secrecy by the Partner.

§ 13 Independence of the contracting parties

C&A and the Partner are independent parties and operate their advertising spaces and websites independently of each other. This agreement does not establish a joint company or community or an employment relationship or a commercial agency agreement. Neither the Partner nor C&A is entitled to act in the name of the other Partner and/or to make declarations on its behalf.

§ 14 Contract duration and termination

1. The closure of the C&A Partner Program incorporating these T&C shall be for an indefinite period of time and may be terminated at any time with one day's notice in writing by e-mail or letter by one of the contracting parties. The right to extraordinary termination without notice for good cause remains unaffected.
2. For C&A, an important reason exists in particular if
 - a) the Partner grossly breaches its obligations under § 5 of this agreement or, in the case of less serious breaches of contract, does not cease the conduct complained of despite being notified accordingly;
 - b) claims are made against C&A by third parties due to alleged infringements of rights in connection with the Partner's advertising activities.

§ 15 Final provisions

1. The law of the Federal Republic of Germany shall apply to the exclusion of all international (contractual) legal systems, in particular private international law (UN Convention on Contracts for the International Sale of Goods - CISG).
2. Düsseldorf is agreed as the exclusive and also international place of jurisdiction for all disputes arising from the contractual relationship. C&A reserves the right to take legal action at the partner's place of jurisdiction.
3. C&A has the right to change individual provisions of this agreement at any time. The partners will be informed of this in advance and in good time by e-mail. The partner may object to the amendment in text form within 14 days. If no objection is received by C&A within this period, the amendments shall be deemed to have been accepted by the partner and shall become part of the agreement. C&A or the agency will separately point out the possibility of objection and the significance of the 14-day period. This does not affect the partner's right to terminate the contract properly on the basis of the amendment.
4. This contract is not transferable without our written consent. C&A is entitled to transfer its rights and obligations under this contract to companies in which C&A or one of its shareholders has a direct or indirect interest or to assign rights under this contract to them.
5. There are no verbal ancillary agreements. Amendments and supplements to the

contract must be made in writing. Electronic documents in text form do not fulfill the written form requirement.

6. Should one or more provisions of these General Terms and Conditions be invalid, this shall not result in the invalidity of the entire contract. The invalid provision shall be replaced by the relevant statutory provision.