

## **Omio Affiliate Programme**

## **General Terms and Conditions**

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## 1. Scope, Subject-Matter

These General Terms and Conditions (hereinafter “Terms and Conditions”) govern the relationship between GoEuro Travel GmbH, with registered office at Schönhauser Allee 180, 10119, Berlin, Germany, company number HRB 138345 B (hereinafter “GoEuro” or “we”) and Affiliate Partner (hereinafter “Applicant” or “Affiliate”; GoEuro and Affiliate together hereinafter “Parties”), whose details are set out in the Omio Affiliate Application Form (hereinafter “Application Form”). GoEuro is a subsidiary of GoEuro Corp. trading under the GoEuro and Omio banners and operating internet-based platforms in various languages as well as mobile Apps. GoEuro’s services include the identification, comparison and intermediation of transport services.

Applicant wishes to promote GoEuro’s services by promoting or linking to GoEuro’s websites or apps (hereinafter “channels”). By registering and signing up to the Omio Affiliate Programme as Affiliate, Affiliate hereby agrees, acknowledges, accepts and agrees to the Terms and Conditions.

## 2. Application

2.1. Applicant needs to fill in his details in the Application Form and accept these Terms and Conditions.

2.2. Only natural persons full of age and capable or legal persons acting in the exercise of their trade, business or profession may apply. The Applicant warrants that the information provided is true and accurate. GoEuro is entitled to demand adequate proof of the applicant’s identity.

2.3. The acceptance or rejection of the application is at GoEuro’s sole discretion. Applicant will be informed about his application status within fourteen (14) working days after submission of the application. The application might be rejected in particular in case the contents of the Applicant’s channels do not comply with GoEuro’s Promotion Restrictions.

## 3. Promotion Restrictions

3.1. GoEuro does not accept the following content and does not allow the following ways of promotion:

- Unethical, obscene, indecent or pornographic content (e.g. pictures and descriptions of violence or injuries, nude pictures or drawings, texts relating to sex or lewd objects or behavior)
- Violence, content glorifying violence or content apt to encourage or glorify hatred or violence
- Vilification or discrimination based on sex, religion, nationality, disability, sexual orientation, age or race
- Illegal goods, weapons, services or activities as well as any unlawful behavior
- Content aimed at children
- Utilizing GoEuro’s trademarks or IP rights without GoEuro’s explicit prior written consent, including but not limited to the use of “GoEuro” or variations or misspellings thereof in a URL or domain name
- Any materials which infringe or assist others to infringe any copyright, trademark or other intellectual property rights
- Malicious software, meaning any software or functionality able or used to disrupt computer operations, gather sensitive information, gain access to private computer systems, or display unwanted advertising (e.g. computer viruses, internet worms, Trojan horses, hoaxes, dialers)

3.2. Affiliate is not allowed to use the following methods or channels::

- Unfair or misleading commercial practices
- search engine marketing (SEM; e.g. using GoEuro’s trademarks, name or offers, including brand bidding, keywords, meta-tags, misspellings)
- Misleading search engine manipulation
- Pop up and pop under inventory
- Any devices, programs, robots, iframes or hidden frames in order to generate sales

- Parasitic marketing (e.g. via interstitials, parasitware, shopping assistance applications, toolbars, add-ons, shopping wallets), scripts or mechanisms that can manipulate or potentially enable miscalculations or diversions of commission
- App discovery inventory (traffic from discovery apps like FreeAppaDay, App-o-Day, MagicSolver, Appsfire etc.)
- Icon drop inventory (placing an app's icon on a user's smartphone without his/her knowledge. Once he/she clicks on the icon he/she is redirected to the App Store/Google Play store to download the app.)
- Unconscionable pestering, including but not limited to unsolicited emails
- All other forms of internet abuse, including spamming forums, blogs, newsgroups, message boards, link farms, etc.

#### **4. Term, Termination**

4.1. An Agreement between GoEuro and Affiliate begins upon acceptance of the application and is concluded for an indefinite period. On observing a 7-day notice period, the Parties are entitled at any time to give routine notice terminating the Agreement. GoEuro may terminate the agreement to offer new Terms and Conditions to Affiliate.

4.2. GoEuro and Affiliate have the right to pause a campaign at any time with 24-hours notice for an unlimited period. GoEuro does so in its sole discretion, e.g. if a profit analysis shows that the Affiliate is not performing. GoEuro may suggest Affiliate to continue a campaign in another country or make other suggestions on how to improve a campaign.

4.3. The right of either Party to give extraordinary notice for cause remains unaffected. A cause shall be deemed the case if Affiliate culpably commits any breach of duty that is more than merely insubstantial. Fraudulent Campaigns or a substantial breach of these Terms and Conditions can lead to an immediate termination or a pause of the campaign by GoEuro at any time without prior notice or pause notification.

4.4. Upon termination of the Agreement Affiliate's code is deleted and Affiliate shall cease immediately to advertise GoEuro or to use any advertising material received from or related to GoEuro.

4.5. Provisions of the Agreement that by their nature and context are intended to survive its termination, shall survive the termination of the Agreement insofar as necessary.

#### **5. Marketing Materials**

5.1. GoEuro may provide at its own discretion advertising material, such as text links, banners, or templates, and individual advertising codes. Affiliate shall use such advertising codes provided by GoEuro in order to prove generated sales by Affiliate and enable GoEuro to verify such sale.

5.2. GoEuro grants the Affiliate the necessary rights for proper integration, and public disclosure of the advertising material as agreed in each case. Affiliate may not use any advertising material for GoEuro on channels not explicitly approved by GoEuro in writing.

5.3. Affiliate shall observe instructions of GoEuro in relation with advertising material and conform to all necessary requirements.

5.4. The use of own advertising material created by Affiliate requires explicit prior approval by GoEuro in writing (email shall be sufficient). The approval or rejection of the advertising materials is in GoEuro's sole discretion. Affiliate will at GoEuro's request explain and demonstrate the technical state and configuration of Affiliate's advertising material it wants to use for GoEuro. Affiliate grants GoEuro all necessary rights to self-created advertising material that are required for a proper use of the advertising material; in particular, the usage rights granted include the right to reproduce, distribute and make the advertising material publicly accessible.

## **6. Affiliate's Obligations**

6.1. In the context of participation, the Omio Affiliate Programme Affiliate shall provide its services in a professional manner and ensure high quality.

6.2. Affiliate has to represent himself and his channels independently from GoEuro. Affiliate's identity should not be misinterpreted as well as his domain and return email. URLs, text links and link descriptions that refer to GoEuro's channels are operated in a way that forwarding to the channels of GoEuro is easily recognizable for the end user. Affiliate shall refrain from any automatic and deceptive redirects to the channels of GoEuro.

6.3. Affiliate is obliged to ensure that all advertising material for GoEuro is displayed in accordance with any applicable law. This particularly relates to all obligations of a service provider to provide information on its identity and data processing and to obtain all and any necessary consent of users or third parties.

6.4. Affiliate is obliged to use only up to date advertising material for GoEuro.

6.5. Approved advertising materials may only be included on channels that have also been approved by GoEuro. The Affiliate refrains from using advertising material outside of authorized sites. If GoEuro becomes aware of placements on non-approved channels, GoEuro is not obliged to pay for the transactions resulting from the corresponding traffic.

6.6. Affiliate guarantees that own advertising materials and their application are not prohibited by law or third party rights. The participant shall ensure in particular that the relevant provisions of the applicable competition law, trademark law, copyright and related performers' rights and data privacy laws are observed.

6.7. In order to accurately track all transactions coming from Affiliate's channels to channels of GoEuro, Affiliate must use the provided unique tracking link (for each creative material, text link, widget) or any other link GoEuro provides.

6.8. Affiliate shall only claim sales that have been made by hand from actual customers using the respective advertising material. Any usage of bots, machine simulation or other practices that simulates the behavior of real customer is prohibited. Additionally, Affiliate will not promote GoEuro to advertising addresses that due to their personal circumstances (e.g. credit or age) are unlikely to become GoEuro customers.

6.9. Affiliate warrants that he has sufficient right, title, and interest in and to the rights granted to us in this Agreement.

6.10. Affiliate shall defend, indemnify and hold harmless GoEuro and their respective officers, directors, employees, corporate affiliates, subsidiaries, agents, and subcontractors against all claims, liabilities and expenses claimed or incurred as a result of any third party claim arising from any breach by Affiliate of its obligations.

## **7. GoEuro's Rights and Obligations**

7.1. GoEuro may provide at its own discretion access to an Affiliate Account Manager who will provide Affiliate with all the details of the Omio Affiliate Programme Affiliate needs (including; unique tracking links, creative materials, campaign restrictions etc.).

7.2. GoEuro will be solely responsible for processing orders placed by a customer via Affiliate's advertising material. GoEuro will be responsible for all customer service inquiries. Customers who visit GoEuro's channels via the Omio Affiliate Programme are defined as customers of GoEuro or their suppliers and not as customers of the Affiliate.

7.3. GoEuro has the right to audit Affiliate's channels at any time in order to check whether the channels are in alignment with this Agreement. If established by GoEuro that the channels do not comply with this agreement Affiliate will be informed of the required changes. If Affiliate doesn't make the requested changes without undue delay, GoEuro reserves the rights to terminate the Agreement.

7.4. GoEuro grants Affiliate a non-exclusive, royalty free right to promote and market GoEuro and its services through approved advertising material subject to and during this Agreement. This permission is revocable at any time and can be utilized only in connection with unique tracking links and advertising materials either provided or approved by GoEuro. Affiliate is allowed to use the advertising materials only while being a member of the Omio Affiliate Programme.

## **8. Remuneration and Payment**

8.1 Affiliate is entitled to remuneration if Affiliate demonstrates through GoEuro's unique tracking link that Affiliate directly generated the sale on GoEuro's channels or on channels operated by GoEuro's Partner through approved marketing materials on allowed and approved channels. GoEuro's tracking tools and statistics are the basis for the calculation. The attribution of the sale is based on a last click model, meaning referrals from clicks are allowed within 30 days. Multiple sales originating from the same IP address will be counted as duplicates and will not be compensated for unless Affiliate provides sufficient evidence that the multiple sales were conducted by a user in a proper manner. Moreover, GoEuro will not cover for sales which resulted in cancellation. Therefore, the cancellation must be waived out and the service (transportation) must have taken place.

8.2 The payout scheme details are part of the Individual Agreement Affiliate entered into with an Affiliate Network Partner approved by GoEuro.

## **9. Warranty, Liability**

9.1 No warranty of any specific availability is given for GoEuro's channels or services. In particular, downtimes may be caused by technical problems beyond GoEuro's control. Maintenance work may impair availability; insofar as is possible, it shall be carried out paying consideration to users and affiliates. In addition, unannounced maintenance measures may be necessary, such as in the event of unpredictable failures (e.g. due to attacks, viruses). Affiliate is not entitled to demand that GoEuro's channels be provided or kept in a given condition.

9.2. Nothing in this Agreement shall limit Affiliate's claims arising from injury to life or body or health; claims based on fraudulent concealment; claims based on willful or grossly negligent conduct by GoEuro or its statutory representatives, or serious fault in organizational terms; and claims under product liability law. Statutory regulations apply to these cases.

9.3. GoEuro is liable for slight negligence only in the event of breach of cardinal duties, i.e. duties enabling proper performance of the contract, which the contractual partner must at all times rely on being performed or which have to be performed in order to achieve the purpose of the contract. In cases of breach of cardinal duties, GoEuro's liability is limited to compensation for damage that is typical and that GoEuro might have foreseen at the time when the contract was concluded. In all other respects, GoEuro's liability for slight or simple negligence is excluded. GoEuro's liability irrespective of fault in the fields of tenancy law or similar relationships involving usage is excluded in respect of errors already existing when the Agreement was concluded.

## **10. Non-Disclosure**

10.1. Affiliate shall be under obligation to keep secret all information obtained from GoEuro, and to carefully protect this information against unauthorized access. Information provided by GoEuro may only be used by Affiliate for its intended purpose, and may not be passed on to third parties or used for Affiliate's own purposes.

10.2. Upon request or at the latest on termination of this Agreement, Affiliate shall – at GoEuro's discretion – return or destroy free of charge all documents and information received from GoEuro.

10.3. This non-disclosure obligation shall not apply to information that is in the public domain or becomes public knowledge without Affiliate's involvement, that was already known to Affiliate prior to its disclosure by GoEuro, or that Affiliate has worked out or obtained independently.

## **11. Miscellaneous**

11.1. GoEuro may edit and modify these Terms and Conditions at any time and at its sole discretion. In case of a modification Affiliate will be notified via email and has to accept the updated Terms and Conditions. In case of non-acceptance of the updated Terms and Conditions GoEuro shall be entitled to terminate this agreement.

11.2. Affiliate is not authorised to assign any rights or obligations under this Agreement to any other party, unless explicitly approved by GoEuro in writing.

11.3. These Terms and Conditions and the contractual relationship with Affiliate are subject to the laws of the Federal Republic of Germany. The terms of the UN Sales Convention (CISG) do not apply. Exclusive place of jurisdiction is Berlin, Germany.

11.4 Affiliate shall promote Omio's services only in accordance with these Terms and Conditions. Affiliate's terms of business shall not apply.