

Terms and conditions QMediaX

Below you will find the conditions that apply to participation in the affiliate program of QMediaX . Please read these terms and conditions carefully. You are not permitted to use the affiliate program if you do not accept the terms of this agreement together with the code e-mail from QMediaX .

If you agree with these terms and conditions and the code e-mail from QMediaX , it's assumed that you are aware of the rights and obligations with regard to the provisions of these conditions and the code e-mail. These terms and conditions and the code e-mail apply to all contracts and agreements which are carried out by or on behalf of QMediaX with you. For any deviations to these terms and conditions, a written agreement is required.

Article 1. Definitions

When the terms and definitions below are used in these conditions, they have the following meaning:

Advertiser: The natural or legal person that provides users, via Publisher sites, by means of a link or another electronic connection, access to its site, where a user can purchase products and/or services, and for this purchased product and/or service and/or user, awards the Publisher website, and whereby QMediaX has entered into an agreement to provide services for (the company or organization of) the client or for the benefit of external parties and also the buyer of goods delivered/to be delivered by QMediaX and services.

Affiliate program: The program is owned by QMediaX .

Publisher site: Publisher's website where the Publisher places links from Advertisers.

Code e-mail: The QMediaX Code of Conduct, which sets out the rules for the sending of e-mail messages by Publishers.

Click: A user who surfs to an Advertiser via an QMediaX link.

Lead: A user who is connected to the website of an advertiser, via the Publisher, who has performed a certain action on the Advertiser's website, for example, has registered as a user there.

Publisher: Any natural or legal person who has accepted these terms and conditions, as well as the e-mail code of QMediaX , and has been accepted by QMediaX Affiliate as a Publisher, to grant users of its site access to their site by means of a link or another electronic connection and/or generates transactions for an Advertiser by means of promotion or other resources.

Transaction: A transaction is a purchase, registration or other action as described in the Advertiser's program, which is conducted by a user or on behalf of a user, on the website of an Advertiser.

Tracking codes: A tracking code is a short HTML code, which is intended to measure leads. A tracking code is placed on the last page after a consumer has gone through the concept. By means of the tracking code, QMediaX can trace which website owner has introduced a lead/sale.

Traffic: Collective term for valid clicks, leads and transactions.

Article 2. Registration and acceptance

2.1 Anyone who has a website or internet can register with QMediaX as Publisher and/or Advertiser. If the Publisher is a natural person, he must be at least 18 years old. If the Publisher has not reached the age of 18, a parent must give consent for the registration on the affiliate program of QMediaX . Enrolment of a Publisher younger than 18 years without parental consent will be null and void. The final acceptance as Publisher or Advertiser is reserved by QMediaX is in no way obliged to accept an application.

2.2 Registration as Publisher means that the Publisher accepts the terms and conditions and will respect them.

2.3 In order to participate as a Publisher in the affiliate program of QMediaX , the Publisher must: complete the registration form completely and truthfully; confirm that the terms and conditions are accepted;

- be accepted by QMediaX ;
- be accepted by one or more Advertisers;
- confirm that he/she accepts the e-mail code from QMediaX .

2.4 Acceptance as Publisher by an Advertiser and/or QMediaX takes place by means of a confirmation e-mail to the Publisher.

2.5 The Publisher warrants that the information provided to QMediaX about itself and its website is correct and complete, true and not-misleading and that this information corresponds to relevant facts.

2.6 The Publisher must immediately notify QMediaX of any changes to its information by updating the information provided by it on the QMediaX website. The Publisher must also provide QMediaX with its VAT number.

Article 3. Use

3.1 The Publisher is permitted to provide its website with links to websites that have an affiliate program that is registered with QMediaX .

3.2 The Publisher will not allow any misunderstanding that products and/or services are not offered by the Publisher, but by the Advertiser.

3.3 The Publisher will only use the content for the affiliate program and not make any changes thereto.

3.4 The products and/or services on the Advertisers site may change regularly. The Publisher shall ensure at all times that the terms and conditions of the products and/or services that are listed on its site (if any) and which are in its possession for promotion, are in accordance with the products and/or services as listed at that time on the Advertiser site.

3.5 Publishers are not allowed to use the supplied material for actions and/or practices that violate applicable legal provisions, these terms and conditions or the e-mail code. This includes, but is not limited to, the following actions and behaviours:

- The unsolicited sending of large numbers of emails with the same content;
- A violation of copyright-protected works or otherwise acting in breach of intellectual property rights of external parties;
- Deception of third parties or acting in violation of the Law by unfair commercial practices or the rules of the IAB Code;
- Abusing the Advertiser's texts, logo or information;
- Directly offering compensation to consumers for entering into transactions with Advertisers (without explicit approval from the Advertiser) acting against the e-mail code of QMediaX

3.6 It is not permitted, among other things, that the content of the Publisher's site:

- Develops, promotes or encourages illegal activities;
- Affects the good name and reputation of QMediaX and/or the advertisers associated with QMediaX;
- Violates copyright, trademark rights or other rights of the Advertiser or any third party;
- has an erotic, pornographic or violent nature;
- Discriminates against race, gender, religion or belief.

3.7 Any affiliate program may be amended or terminated, at any time, by QMediaX . Information about the affiliate programs will be available on the QMediaX website (<https://qmediax.com/>). The Publisher itself must remain informed of any changes to the affiliate programs, especially when a registered website has terminated its affiliate program or has changed the commission structure for the Publishers.

3.8 The Publisher agrees that its registered information will be disclosed on the QMediaX Affiliate website for the information of the Advertiser.

3.9 All statements, including e-mails, must be submitted to QMediaX , in advance, for approval. If this is not observed, QMediaX has the option to reject all leads and sales made through the announcement, without any obligation to reimburse

3.10 The content of the advertisement by email must comply with the general rules of the IAB Code, the Law on misleading and comparative advertising and the Law on unfair commercial practices.

3.11 Access to advertisers is granted as per advertising space. Tracking links from Advertisers may only be used on the advertising space for which actual access has been granted.

Article 4. Guarantee

4.1 QMediaX is not liable for any damage resulting from the follow-up of leads. QMediaX Affiliate will attempt to maintain high quality leads in all cases.

4.2 QMediaX does not grant any guarantee regarding services rendered. Complaints must be reported to QMediaX , in writing, within 5 working days after delivery.

4.3 QMediaX expressly excludes any liability whatsoever for all damages, on any grounds whatsoever. In any case, the liability of QMediaX is limited to the amount of the net invoice value, excluding VAT, from the relevant transaction that most closely matches the damaging event.

4.4 QMediaX will attempt, in all cases, to keep the quality of the services delivered high and to maintain visibility.

4.5 The Publisher indemnifies QMediaX and its directors against all third party claims, of whatever nature and for whatever reason, including fines and periodic penalty payments, that are related to the performance of activities as Publisher or any resulting activities. The Publisher will reimburse QMediaX and its directors all damage and/or costs related to such claims, including any costs of legal assistance.

Article 5. Payments

5.1 Payment to the Publisher will only take place if the Advertiser has approved the transactions and QMediaX has been paid in full. The approval of the transactions is at the discretion of the Advertiser and will take place on the predefined criteria drawn up by the Advertiser. After payment by the Advertiser to QMediaX, QMediaX will pay the Publisher within the next payment round.

5.2 If the user returns and/or cancels the service or product, the Publisher can not claim the relevant commission. The Publisher will not receive a commission in that case.

5.3 The registration of clicks and transactions that is displayed on the QMediaX website is binding on the Publisher.

5.4 Payments to the Publisher will be made directly to the Publisher's bank account. The Publisher must specify, on the QMediaX website, how they wish to be paid and provide their banking details which includes the account number, name and branch of the bank.

5.5 If the payment must be made on (bank) accounts of Publishers abroad, any bank charges for international transfers will be withheld from the payment.

5.6 If the Publisher is declared bankrupt, or in suspension of payment or a comparable situation, any obligation to pay towards the bankrupt and/or the receiver will lapse.

5.7 If the Advertiser refuses to pay for any reason whatsoever, including but not limited to the fact that he/she is in a state of bankruptcy, granted suspension or a comparable situation, QMediaX is not obliged to pay the Publisher. To prevent any confusion, QMediaX is not liable for non-payment, nor full or late payment by the Advertiser, nor is QMediaX liable to pay the Publisher for as long as the Advertiser fails to pay QMediaX Affiliate in full.

Article 6. Abuse and fraud

6.1 Participants in the QMediaX network are in no way permitted to damage the network in any way/form whatsoever.

6.2 Acts aimed at abusing the network, for whatever reason, directly or indirectly, are not permitted. If the Publisher is in any way in violation of the conditions set out in this article, the Publisher owes an amount of € 50,000 (fifty thousand euros) to QMediaX, without notice of default being necessary and without causing limiting any of the other rights of QMediaX without prejudice to the right of QMediaX to fulfil, dissolve or claim damages.

6.3 Abuse will result in immediate blocking of access to the QMediaX network and system.

6.4 Any damage and all related costs will be fully recovered from the party responsible for the damage.

6.5 In the event of an attributable shortcoming on the part of the participant or in the case of fraud, the cooperation will be terminated with immediate effect.

6.6 Without prejudice to the rights arising from article 6.3, in the event of abuse, any assets that have not yet been paid will no longer be paid out. Every right of the participant then expires immediately.

6.7 Without prejudice to the right to compensation and penalties, QMediaX is entitled to reclaim any reimbursements already paid if the conditions of this article are not met or the compensation(s) are reclaimed by the Advertiser of QMediaX due to, among other things, a) non-compliance with the conditions used by the Advertiser, b) exclusion of leads, c) fraud or other irregularities concerning the connections, d) the Publisher no longer has evidence of the measurements of traffic. These reclaimed fees, constitute an immediately due and payable claim by QMediaX, which must be refunded by the Publisher at the first request of QMediaX. QMediaX is entitled in these cases to suspend and/or settle all payments to Publisher.

Article 7. Confidentiality

7.1 QMediaX is committed to protecting the privacy of all parties involved. The goal of QMediaX is to provide its clients with the opportunity to do business in a fair way. To make this possible, it is necessary for QMediaX to obtain certain information. It is also necessary to disclose certain information, in particular transaction data, to the participants in its network.

7.2 Both parties are obliged to maintain confidentiality of all confidential information that they have obtained from each other or from another source. Information is deemed confidential if the other party has declared it to be so, or as a result of the nature of the information.

7.3 QMediaX makes transaction data available to the relevant Publisher and Advertiser only.

Article 8. Termination

8.1 QMediaX is entitled to terminate the agreement at all times, in whole or in part, with immediate effect, for any reason whatsoever.

8.2 If the Publisher Agreement has been terminated for any reason whatsoever:

- the link(s) will be broken;
- QMediaX is entitled to block the access of the Publisher to the QMediaX website;
- the Publisher can no longer claim any compensation;
- the Publisher will immediately remove and/or deliver all links and/or material provided by the Advertiser and/or QMediaX from its site;
- the Publisher is no longer entitled to use the name of the Advertiser and/or QMediaX Affiliate.

Article 9. Amendments to the General Conditions

9.1 If one or more provisions of the General Terms and Conditions are wholly or partially non-binding or need to be adapted on the grounds of applicable laws and regulations, the General Terms and Conditions will remain in force and the participants will amend the relevant provisions in such a way that the intended purpose is permanently maintained.

9.2 QMediaX is entitled to change the Terms and Conditions at any time, after notifying the Publisher.

9.3 The participants are informed about changes to the conditions by means of an e-mail. If the participant fails to protest against the amended General Terms and Conditions within one month of receipt of the amendment notice, then they will become effective on the participant. The previous Terms and Conditions will therefore no longer be valid.

Article 10 Penalty

10.1 If the Publisher violates, in whole or in part, the provisions of article 6.2 (abuse), 3.9 (permission) or the code e-mail, the Publisher forfeits, without further warning or notice of default and without the need for legal intervention, a direct due penalty of € 50 000 (fifty thousand Euro), without prejudice to the other rights of QMediaX, such as the termination of the agreement or claiming damages or compliance.