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Affiliate Program Terms and Conditions



www.maisondequartier.com

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the MaisondeQuartier.com Affiliate Program (hereafter referred to as 'the Program'. As used in this Agreement, 'we' refers to "MaisondeQuartier.com" and 'you' or "the affiliate" refers to the applicant to become an affiliate.

GENERAL TERMS OF SERVICE

We reserve the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes:

1. You must be 18 years or older to use the affiliate program.
2. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
3. You must provide your legal full name, a valid email address, your valid bank account data, your valid phone number, and any other information requested in order to complete the signup process.
4. You are responsible for maintaining the security of your username and password.

MaisondeQuartier.com cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

5. You are responsible for all Content posted and activity that occurs under your account.
6. You must not misrepresent yourself or take on the identity of someone else while using this service.
7. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

Violation of any of these agreements will result in the termination of your Account.

1. Enrolment in the Program

To begin the enrolment process, you will submit a complete Program application via the dedicated page in your user's profile account page.

We may reject your application at any time if we determine (at our sole discretion) that your site is unsuitable for the Program. Unsuitable sites include those that:

- . contain or promote sexually explicit material
- . promote violence
- . promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- . promote illegal activities
- . include 'MaisondeQuartier.com' or variations, analogues or misspellings thereof in their domain names
- . violate intellectual property rights

If we reject your application, you are welcome to reapply to the Program at any time. You should also note that if we accept your application and your site is thereafter determined (at our sole discretion) to be unsuitable for the Program, we may terminate the Agreement.

2.1 Links on Your Site

To permit accurate tracking, reporting, and referral fee accrual, we will provide you with special 'tagged' link formats to be used in all links between your site and our site. You must ensure that every

link between your site and our site(s) properly utilizes these special link formats. Links to our site(s) placed on your site(s) and/or social media platforms pursuant to this Agreement and which properly utilize such special link formats are referred to as 'Special Links'. You will earn referral fees only with respect to transactions on our site occurring through Special Links; We will not be liable for any failure on your part to implement or utilize special links, even in the event that such failure results in the reduction of referral fees that would otherwise be paid to you pursuant to this Agreement. You acknowledge that, by participating in the Program and placing Special Links to MaisondeQuartier.com within your site, we may receive information from or about visitors to your site or communications between your site and those visitors. Your participation in the program constitutes your specific and unconditional authorisation of MaisondeQuartier.com's access to, receipt, storage, use, and disclosure of any and all such information.

2.2 Unauthorised use of Special Links and cookies associated with the Program

It is forbidden to apply special link methods, such as cookie dropping, cookie stuffing and cloaking to our program. If you want to use any of these special affiliate link methods, without it being labelled as unauthorised and/or fraudulent by us, you are free to submit a request to MaisondeQuartier.com. The ban on using one of these special affiliate link and cookie methods can potentially be lifted, temporarily, under the special condition that the affiliate manager of MaisondeQuartier.com grants you explicit written and signed permission via email. This includes the explicit mention of which site(s) and time period you would be allowed to use such a link method.

2.3 Providing insight into your affiliate promotion for our program

In order to prevent unauthorised use of cookies and Special Links associated with our program, you must, on request by MaisondeQuartier.com, be able to provide insight at all times into your activities with regard to the promotion of MaisondeQuartier.com. Should we request that you provide insight into your affiliate promotion on our behalf, you must provide the requested information within a maximum of 3 (three) business weeks. In the event that you do not wish to give insight into your activities and/or it cannot be given and/or it is in violation with the terms and conditions of our affiliate program, MaisondeQuartier.com is entitled to block your affiliate account and to withhold and suspend any of your remaining affiliate commission payments.

3. Subscription Processing

We will process subscription orders placed by customers who follow Special Links from your site to MaisondeQuartier.com.

We reserve the right to reject orders that do not comply with any requirements established by MaisondeQuartier.com now or in the future.

We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms, process payments and handle customer service.

We will track all relevant details of transactions made by customers who have been brought to MaisondeQuartier.com by following Special Links from your site and reports summarising this activity are available on your user's account in the dedicated section for affiliation.

4. Referral Fees

The program works on the first cookie counts principle with a cookie lifetime of 60 days.

We will pay you referral fees in accordance with Sections 5 below.

For a sale to be eligible to earn a referral fee, the customer must have clicked a Special Link to navigate from your site to our site at some time within a 60 days period prior to making the purchase on

MaisondeQuartier.com.

We will only pay referral fees after the payment have occurred.

If we determine, at our sole discretion, that you have engaged in any act of fraud to earn referral fees, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement and/or terminate this Agreement.

MaisondeQuartier.com's affiliate program reserves the right to reduce commission levels, commission tiers at anytime for any reason. Where possible MaisondeQuartier.com will try to discuss this with the affiliate beforehand.

5. Referral Fee Payment and Schedule(s)

We will pay you referral fees on a monthly basis, on or around the 16th -18th of each calendar month. All affiliate payments will be made via bank transfer.

Please note that you must send us your bank account details to affiliate(at)maisondequartier.com to be able to transfer your referral fees.

If the referral fees payable to you are less than €100 in any calendar month, we will hold payment until the total amount payable is at least €100.

Please keep in mind for your commission calculation that we do not pay commission on VAT, returns, bad debt, terminated bank transfers or payments the money of which was never received. Other additional costs that may occur, such as: costs for service charges or possible credit card processing fees, also fall outside the commission structure.

If referral fees are issued to you for sales that are later cancelled or refunded to the customer, MaisondeQuartier.com will deduct from the current balance of your affiliate account an amount corresponding to any such fees. If the balance in your account stays negative for more than 90 days, we will send you a bill for the negative amount in your account.

Note that tax Residents from Finland have to provide us a tax card, the percentage of which will be deducted from the payment.

6. Policies and Pricing

Customers who buy subscription through the program will be deemed to be customers of MaisondeQuartier.com. Accordingly, all of their policies and operating procedures concerning customer orders, customer service, and services sales will apply to those customers.

We may change our policies and operating procedures at any time.

Service prices may vary from time to time.

7. Identifying Yourself as an Associate

You may not issue any press release with respect to this Agreement or your participation in the Program; such action may result in your termination from the Program.

In addition, you may not in any manner misrepresent or embellish the relationship between us and you, nor express or imply any relationship or affiliation between us and you nor between

MaisondeQuartier.com and any other person or entity except as expressly permitted by this Agreement. This includes but is not limited to expressing or implying that MaisondeQuartier.com supports, sponsors, endorses, or contributes money to any charity or other cause.

Exceptions can only be in the form of written permission issued by MaisondeQuartier.com.

8. Limited License

We grant you a non-exclusive, revocable right to use MaisondeQuartier.com's graphic images and text for which we grant express permission in the section "links and banners" of your affiliate account, and in the section "visuals".

MaisondeQuartier.com's images and texts are to be used solely for the purpose of identifying your site as a Program participant and to assist in generating sales for MaisondeQuartier.com.

You may not modify the graphic image or text, or any other of our images, in any way.

MaisondeQuartier.com reserves all rights on its graphic images and text, any other applicable images, MaisondeQuartier.com's trade names and trademarks, and all other intellectual property rights.

We may revoke your license at any time by giving you written notice.

9. Responsibility for Your Site

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for:

The technical operation of your site and all related equipment.

The accuracy and appropriateness of materials posted on your site.

Ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights).

Ensuring that materials posted on your site are not libelous or otherwise illegal.

Ensuring that your site accurately and adequately discloses - whether through a privacy policy or otherwise - how you collect, use, store, and disclose data collected from visitors. This includes, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

MaisondeQuartier.com disclaims all liability for matters pertaining to your website(s). Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

10. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party.

Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party electronically written notice of termination sent by email.

Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our site, and all trademarks, trade dress, logos and all other materials provided by or on behalf of the program to you pursuant hereto or in connection with the Program.

You are eligible to earn referral fees only on sales that occur during the term.

We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

11. Modification

We may, at any time and at our sole discretion, modify any of the terms and conditions contained in this Agreement, by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available referral fees, referral fee schedules, payment procedures, and Program rules. If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the change.

12. Relationship of Parties

You and MaisondeQuartier.com are independent contractors, and no part of this Agreement will create any partnership, joint venture, agency, franchise, sales representation, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf.

13. Limitation of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, MaisondeQuartier.com's liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

14. Disclaimers

We make no representation that the operation of our sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

15. Independent Investigation

You acknowledge that you have read this agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this agreement or operate web sites that are similar to or compete with your web site. You have independently evaluated the desirability of participating in the program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

16. Governing law, dispute resolution

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the substantive laws of Finland, excluding any rules for choice of law.

Any disputes related to this Agreement shall primarily be resolved by negotiations between the parties. If the dispute is not resolved within one month after the said negotiation procedure has verifiably been started, each party has the right to bring the dispute to the District Court of Helsinki to be solved by the court of justice.