AFFILIATE PROGRAMMA ALGMENE VOORWAARDEN

Description of the Affiliate Program:

Pawness operates with a standard commission rate of 6%. No commission is paid out on discounted products. Pawness does not pay commission on VAT, service charges, and shipping costs related to a transaction. In addition, no commission is granted on returned purchases. Pawness has a return period of fourteen (14) days. After the expiration of these fourteen days, or after the expiry of the return period applicable at that time, as mentioned on the Pawness website, returns on sales are reviewed.

The following publisher channels may be eligible for participation in the Affiliate Program:

- Blogs
- Dogfluencers / Influencers with a dog
- Shopping portals
- Lifestyle portals

Admission to the Affiliate Program:

Affiliate partners (hereinafter" "publishers") can request participation, after which Pawness, partly based on the program terms below, will assess whether the publisher is suitable for participation. Pawness has a closed Affiliate Program and reserves the right to refuse applications. The publisher's website must be ready before the publisher applies for Pawness's Affiliate Program.

By requesting participation, the publisher agrees to the program terms of Pawness's Affiliate Program (hereinafter: "Program Terms"). Should the publisher be admitted to Pawness's Affiliate Program, an agreement is concluded between the publisher and Pawness to which these Program Terms apply (hereinafter: "Agreement"). Only Dutch law applies to these Program Terms and the Agreement. The applicability of the Vienna Sales Convention is explicitly excluded. The competent court in Amsterdam has exclusive jurisdiction to hear all disputes between Pawness and the publisher arising from the Agreement or the Program Terms.

Pawness is entitled to modify the Program Terms. Significant changes will, in principle, be announced by email to the publisher and will come into effect seven (7) days after the announcement or on a different date mentioned in the announcement. If a publisher does not wish to accept a change, the publisher may terminate their participation in the Affiliate Program by email effective from the date the change becomes effective. Pawness and Awin must have received the termination before the effective date of the change. Since changes are communicated by email, the publisher is required to provide a valid email address upon registration and to communicate any changes in contact details in a timely manner.

Email Marketing:

Sending commercial expressions from Pawness is only allowed if the publisher is demonstrably compliant in accordance with Article 11.7 of the Telecommunications Act, the guidelines of the ACM.

- Previews must be submitted for approval.
- By submitting a preview, the publisher indicates that they agree with Article 11.7 of the Telecommunications Act and that prior consent has been obtained from all email recipients.
- The expression may only be sent after the advertiser has approved the preview and shipment.
- The publisher is responsible for any consequences imposed for sending spam or sending a commercial expression without the advertiser's permission.
- If a mailing is sent without Pawness's approval, the sales set for this particular mailing will be disapproved.
- Email parties: Only email addresses obtained via opt-in and compliant with ACM (OPTA) regulation may be used.
- All expressions require prior approval from the advertiser/account manager. They must also include the date of sending, the number of addresses, the sender, and the subject line. Approval must be requested again for each resend. If this is not the case, the advertiser can disapprove the resulting sales and therefore not compensate them.

Use of Logos:

The use of Pawness logos and other visual and audio materials for marketing activities other than those made available through Pawness is not allowed without explicit permission.

Discount Codes / Promotions:

Promoting discount codes from the Pawness newsletter or the website www.shop-pawness.com is strictly prohibited unless individual arrangements have been made between Pawness and the publisher. The commission will only be allowed if a publisher complies with the abovementioned conditions.

Other Program Terms:

- Toolbars are not allowed.
- Search engine marketing is not permitted (SEA).
- Direct linking to Pawness from search engines is not allowed.
- Paid mails and forced click systems are not allowed.
- Iframes, PopUps, PopUnders, and/or Layers are not allowed.
- Advertising on a website that contains pornographic, violent, racist/discriminatory, gambling and/or drug-related content.
- It is not allowed to place shopping ads in a search engine, such as a shopping comparison service.

Payment:

Pawness will pay the publisher's commission after the end of each calendar month into the bank account specified by the publisher in their Affiliate Partner account and registered as such with Pawness.

Commission amounts below €50.00 (fifty euros) will not be paid monthly. If the commission for a given month is less than €50.00 (fifty euros), no payment will be made for that month, and the commission will be carried forward. Payment will be made in the month in which the accumulated total reaches €50.00 (fifty euros) or more.

All payment costs, except for Pawness's administrative costs, will be borne by the Affiliate Partner.

Pawness is entitled at any time to offset any amount it owes the publisher against any amount owed by the publisher to Pawness on any grounds whatsoever.

Liability:

The publisher is fully responsible and liable for their use of the publisher channel and for its development, maintenance, operation and content. The publisher warrants that all obligations under applicable tax legislation will be met and indemnifies Pawness against all related claims, costs, fines and additional tax assessments.

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Unless there is intent or gross negligence on the part of Pawness, Pawness will not be liable in any way for any loss, damage or costs of any kind incurred by the publisher in connection with participation in the Affiliate Programme, including, but not limited to, loss, damage and costs resulting from the platform not functioning properly, technical failures or similar issues. If this complete exclusion of liability is declared invalid by a court of competent jurisdiction, the parties hereby agree that Pawness will only be liable for direct loss, damage or costs demonstrably suffered or incurred, excluding any consequential or indirect loss, damage or costs. Pawness's total liability for such direct loss, damage or costs will never exceed the total commission paid by Pawness to the publisher during the three (3) months preceding the event giving rise to the loss, damage or costs.

Miscellaneous:

The publisher must never present themselves as an agent or representative of Pawness and, in particular, must not make any commitments or enter into any obligations for or on behalf of Pawness. The publisher fully indemnifies Pawness against all loss, damage or costs of any kind arising from a breach of this provision.

The publisher may not transfer all or any part of their Affiliate Partnership to a third party without Pawness's written consent.

If any provision of these Affiliate Programme terms and conditions conflicts with applicable law, that provision will be amended to comply with applicable law while preserving its intended purpose.