

AFFILIATION PROGRAM

CONTRACT

Between the parties:

CO.GE.VI. Srl, Via Linate n. 60, 36030, Caldogno –Vicenza-, VAT registration n. 03432740243,

and the Affiliate:

Name _____ Last Name _____

Street _____ ZIP _____
Code _____ City _____ province/state ()

Phone _____ email _____

WHEREAS

CO.GE.VI. Srl, is an E-commerce company for adult products,

- ❖ the Affiliate intends to publish a link from his website to the website of **CO.GE.VI. Srl** **in return for payment**,
- ❖ the relationship between **CO.GE.VI. Srl**, and the Affiliate is exclusively governed by the following clauses:
 1. **CO.GE.VI. Srl**, authorizes the Affiliate to publish the web link www.androbath.com on his own website.
 2. **CO.GE.VI. Srl**, authorizes the Affiliate to publish links to the website www.androbath.com in its electronic mail messages.
 3. Recognition of the traffic that comes from the Affiliate's website is done by assigning a tracking cookie to the potential customer.
 4. **CO.GE.VI. Srl**, reserves the right to modify, suspend or discontinue the Service at any time, without notice and without being held liable, in any way, for any direct or indirect damage to the Affiliate, who hereby waives the right to petition for compensation.
 5. The information concerning the changes, suspension or discontinuation of the service will be notified by email and the Affiliate will be responsible for visualizing them.
 6. The Affiliate hereby accepts all changes that the company **CO.GE.VI. Srl**, will make to the Service and acknowledges that non-acceptance of such changes will result in the immediate termination of this contract.

A. OBLIGATIONS OF CO.GE.VI. Srl

1. **CO.GE.VI. Srl** is committed to ensuring the continuity of the service, except in case of force majeure, **CO.GE.VI. Srl**, will ensure a timely recovery of the service, but will not be liable for direct or indirect damage caused to the Affiliate as a result of such suspension.

2. **CO.GE.VI. Srl** will provide the Affiliate all of the information needed to use and access the page that is dedicated to the Affiliate on the website www.androbath.com;
3. **CO.GE.VI. Srl** will monitor and register all sales that are generated by the Affiliate's website on www.androbath.com and will transfer the amounts that are due to the Affiliate for such sales in accordance to Article **C** of this contract.

B. OBLIGATIONS OF THE AFFILIATE

1. The Affiliate is committed to publish a link to the website www.androbath.com on his own website within the times and ways that are most convenient for him and which allows his visitors to contact such website for purchases;
2. the Affiliate hereby declares to comply with all of the national and European laws and regulations contained in the 2002/58/CE Directive on privacy and digital communication;
3. the Affiliate is solely liable for his own website and for ensuring that the contents published therein are always legal and compliant with the national and European regulations;
4. the Affiliate declares to be an adult, in case of the contrary he will not be allowed to access the service or to sign the contract with **CO.GE.VI. Srl**;
5. the Affiliate ensures the truthfulness and completeness of the personal information he provided to **CO.GE.VI. Srl** and will promptly notify **CO.GE.VI.** of any eventual changes;
6. the Affiliate guarantees to have full ownership of the contents that are published within his own website and that he is not infringing any third party rights, including those of intellectual property, and that such contents are not considered to be inappropriate and offensive in any way;
7. the Affiliate guarantees that all of the traffic that is generated is the result of the Visitors' deliberate choice;
8. the Affiliate agrees not to alter **CO.GE.VI Srl's** tracking code;
9. the Affiliate agrees to indemnify **CO.GE.VI. Srl** from any claims and/or demands arising from direct or indirect damage and from any request of reimbursement due to the content of his website or to any inaccurate information he may have provided to **CO.GE.VI. Srl**.

C. ROYALTIES

1. Compensation will be paid in accordance with Article 67 DPR 917/86 on "Occasional Collaboration", if the Affiliate is a private individual or upon submission of a regular invoice in case the Affiliate is a professional or a business;
2. **CO.GE.VI. Srl** will pay 20,00 (twenty,00)Euros to the Affiliate for each sale that is generated from a Visitor that comes from the Affiliate's website and payment will be issued by bank transfer or PayPal;
3. in case payments are made to private individuals, a gross sum will be issued, without withholding the taxes that are required by the applicable law when exempt from VAT in accordance with Article 5 DPR 633/72;
4. the payment of the accrued royalties will be issued once the minimum threshold of €100,00 has been reached;
5. The Affiliate will not hold **CO.GE.VI. Srl** responsible for any direct or indirect loss or damage no matter what the cause.

D. DURATION:

1. The Affiliation is to be deemed indefinite from the moment this agreement is signed and can be terminated by the Affiliate, upon immediate effect, by means of a simple written notice to **CO.GE.VI. Srl**. The resolution of this agreement entails the immediate cessation of service use in accordance to Article 1 of this agreement;

2. verification and detection of misuse of data and violations of the obligations will provide the grounds for termination of the service and of the agreement without notice, in which case CO.GE.VI Srl reserves the right to determine and contest any eventual damage.

E. TERMINATION

1. This agreement will be deemed automatically terminated in accordance with Article 1456 of the Civil Code whenever the Affiliate violates any of the conditions or obligations that are listed under this agreement;
2. **CO.GE.VI. Srl** reserves the right, to terminate the contract with or without notice whenever deemed appropriate.

F. AUTHORIZATION

The Affiliate authorizes the publication of his name, website address and any other information that **CO.GE.VI. Srl** considers useful for the purpose of this agreement on the CO.GE.VI. website and agrees to receive newsletters, briefings or other documents on his Affiliate's email address and authorizes the use of the information he provided for marketing purposes.

G. EXCLUSIONS

This agreement does not constitute any relationship of subordination, dependency or agency between **CO.GE.VI. Srl** and the Affiliate. Furthermore, this agreement does not give the Affiliate the right to represent MSX or the brands that MSX distributes nor does it confer upon the Affiliate any rights or licenses of any kind.

H. PERSONAL DATA HANDLING

1. In accordance to the Legislative Decree dated June 30, 2003, n. 196, the Affiliate acknowledges that the Personal Data he provided and/or exchanged will be handled in accordance to the Legislative Decree n. 196/2003, for the effects and purpose of Article 24, comma 1, letter b) and subsequent amendments and integrations. It is understood that the client expressly consents to the transfer of his Personal Data.
2. The owner and the figure in charge of handling such data is **CO.GE.VI. Srl**.

I. APPLICABLE LAW AND JURISDICTION

This agreement is governed by Italian Law. The Court of Vicenza will have jurisdiction over any dispute that may arise as to the interpretation and enforcement of this agreement.

In accordance to the effects of Articles 1341 and 1342 of the Civil Code, by signing this agreement the following clauses are accepted: B. Obligations of the Affiliate, C. Royalties, D. Duration, E. Termination, F. Authorization, G. Exclusions, I. Applicable law and Jurisdiction.