

General Terms and Conditions for the GetMyInvoices Partner Program

Status March 2025

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1. Preamble

1.1 The contractual partner for the partner program on www.getmyinvoices.com is fino data services GmbH, hereinafter referred to as GetMyInvoices. The following contractual conditions apply exclusively to all partner contracts. The contractual partners of GetMyInvoices are hereinafter referred to as Affiliates.

1.2 Deviating general terms and conditions of the customer shall only become part of the contract if their validity has been expressly agreed to in writing.

1.3 The purpose of the affiliate program is to link the website www.getmyinvoices.com to the respective websites of the affiliates. This is intended to draw the attention of visitors to the affiliates' websites to the www.getmyinvoices.com offer. If a visitor to the Affiliate's website demonstrably reaches the www.getmyinvoices.com website via the link and concludes an effective contract there within 60 days, the Affiliate shall receive remuneration for this.

2. Conclusion of contract

The contract is concluded after registration of the Affiliates by acceptance on the part of GetMyInvoices. Acceptance is effected by activating the affiliates for the partner program. The activation takes place by sending an e-mail with the access data for the partner account.

3. Registration

Every Affiliate must register at www.getmyinvoices.com. When registering, the participant must truthfully state his/her name, postal address, telephone, fax and e-mail address.

4. Remuneration

4.1 The Affiliate Program does not incur any costs for the Affiliates.

4.2 GetMyInvoices pays Affiliates within the framework of the so-called "pay per sale" a remuneration for each effective purchase contract that is concluded on www.getmyinvoices.com within 60 days after the buyer clicks on the Affiliate's advertising material and that has demonstrably been concluded via the link on the Affiliate's website (cookie term 60 days). The amount of the remuneration is 10% of the net sales price of the brokered purchase contract on www.getmyinvoices.com and is independent of the selected advertising medium.

5. Payment of the remuneration

5.1 Payment of the remuneration to the Affiliates shall be made automatically 4 weeks after the effective conclusion of a contract on www.getmyinvoices.com by a customer to a bank account to be specified by the Affiliate.

5.2 If the customer revokes or terminates the contract concluded at www.getmyinvoices.com or if it is or becomes invalid for other reasons, the Affiliate shall not receive any remuneration.

6. Recording and scoring

6.1 All clicks and purchases generated via the advertising media provided are statistically recorded and logged by GetMyInvoices.

6.2 Affiliates are obliged to code. This means that the HTML codes provided by GetMyInvoices must be integrated on the respective Affiliate's website. This is a condition and prerequisite for the exact evaluation according to paragraph 1. If adjustments are made in the course of the cooperation, GetMyInvoices will inform the Affiliates of the necessary technical changes via e-mail. These must be implemented immediately. The modification, removal or non-installation on the part of the Affiliates or their vicarious agents will lead to termination without notice by GetMyInvoices.

6.3 The Affiliate alone is responsible for the correct forwarding and integration of the HTML code.

6.4 The HTML codes provided by GetMyInvoices for images, links, texts, banners, etc. may not be changed by the Affiliates unless GetMyInvoices has given its consent. Approval can be granted upon request via e-mail. In cases of changes, GetMyInvoices is entitled to terminate the contract without notice.

7. Contractual penalty

If the Affiliate attempts to influence the statistics and thus the amounts to be paid by GetMyInvoices through manipulation, the Affiliate shall pay a contractual penalty of EUR 10,000 plus statutory VAT to GetMyInvoices. Further claims for damages remain unaffected.

8. Termination of contract / notice of termination

8.1 Termination of this contract may be declared by either party in writing with a notice period of seven days. To comply with the written form requirement, it is sufficient to send the notice of termination by e-mail to support@getmyinvoices.com

8.2 The right to extraordinary termination for good cause remains unaffected. For GetMyInvoices, an important reason for extraordinary termination exists in particular if:

- there is an attempt at technical manipulation on the part of the affiliate,
- the affiliate culpably violates legal provisions within the scope of the contractual partner program or infringes copyrights, industrial property rights or third-party rights to a name, or
- the Affiliate carries out or supports criminal, illegal or ethically questionable actions within the scope of the contractual partner program.

9. Technical defects

9.1 GetMyInvoices guarantees 99% availability of the service on a monthly average. Within this time, billing is guaranteed via www.getmyinvoices.com.

9.2 GetMyInvoices is not responsible for deliberate attacks by third parties (hackers, computer viruses, DoS attacks, etc.) on its servers and on the Internet.

10. Inadmissible contents

10.1 The sending of unsolicited e-mail advertising (spam), the use of misleading links and the provision of false e-mail addresses, names or data are not permitted.

10.2 GetMyInvoices does not check the contents of the affiliate websites and is not responsible for them. In the event of an infringement of third-party rights by the Affiliate, the Affiliate shall indemnify GetMyInvoices against all resulting claims and claims for damages as well as the costs of legal defense in an appropriate amount against proof, provided that the claim is attributable to a fault of the Affiliate.

10.3 GetMyInvoices is entitled to terminate the contract without notice if this contractual obligation is violated.

10.4 GetMyInvoices is entitled to exclude certain Affiliate websites from participation in the Affiliate Program without giving reasons.

10.5 All websites without a valid imprint, without editorial content (collection of links), websites with illegal content, extreme left-wing and right-wing websites and websites that glorify violence, and websites with pornographic content are excluded from the partner program.

11. Exclusion of liability

GetMyInvoices is not liable for damages of the Affiliate, unless these are based on grossly negligent or intentional actions of GetMyInvoices, its vicarious agents or its legal representatives. GetMyInvoices is liable without limitation for damages to health, body or life as well as claims for damages arising from the Product Liability Act. GetMyInvoices is also liable in the case of slight negligence for the violation of obligations that are of particular importance for achieving the purpose of the contract (cardinal obligations), whereby the liability is limited to the amount of the typically foreseeable damage. This also applies to simple negligent breach of duty by the legal representatives and vicarious agents of GetMyInvoices.

Liability under the Product Liability Act and manufacturer's liability shall remain unaffected.

GetMyInvoices is not liable for indirect damages, such as additional expenses, lost profits or lost savings, except in the case of intent and gross negligence, as well as the assumption of a guarantee.

12. Data protection

Affiliate data is stored by GetMyInvoices for contract processing and communication within the affiliate program. They are only used in the context of contract fulfillment and are neither passed on to third parties nor used for advertising purposes.

13. Choice of law & place of jurisdiction

13.1 The contractual relationship between GetMyInvoices and the Affiliate is subject to the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

13.2 The place of jurisdiction for all disputes arising from the contractual relationship between

GetMyInvoices and the Affiliate is the registered office of GetMyInvoices, provided that the Affiliate is an entrepreneur, a legal entity under public law or a special fund under public law.

14. Written form

Declarations to GetMyInvoices as well as changes to the contract must be made in text form (e-mail, fax). This also applies to the waiver of the text form requirement.

15. Severability clause

Should a clause of these terms and conditions be invalid, the validity of the remaining terms and conditions shall remain unaffected.

16. Prohibition of set-off

Only undisputed or legally established claims may be offset against claims of the operator

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