

TERMS AND CONDITIONS AFFILIATE PROGRAM NEODERMA AMSTERDAM B.V.

Index:

- Article 1 – Definitions
- Article 2 – Registration and acceptance
- Article 3 – Use
- Article 4 – Commission
- Article 5 – Payment
- Article 6 – Termination of the partnership
- Article 7 – Liability
- Article 8 – Data protection
- Article 9 – Confidentiality
- Article 10 – Miscellaneous

Article 1 - Definitions

The following definitions apply in these terms and conditions:

1. **Affiliate Advertisement:** any advertisement containing the Affiliate Link on the Affiliate Social Media Account(s) or Affiliate Website(s) that promotes Neoderma or the Products and is created and made public electronically by the Affiliate;
2. **Affiliate:** any natural person from the age of eighteen (18) or any legal entity that has accepted these terms and conditions and whose application on the Neoderma Affiliate Program Website has been approved by Neoderma;
3. **Affiliate Dashboard:** the personal electronic environment that the Affiliate can visit via its account on the Neoderma Affiliate Program Website;
4. **Affiliate ID:** the identification number included in the Affiliate Link;
5. **Affiliate Link:** an electronic link to the Neoderma Website provided to the Affiliate via the Affiliate Dashboard, which contains its Affiliate ID;
6. **Affiliate Social Media Account:** a social media account of the Affiliate that the Affiliate indicates on the application form during the registration process on the Neoderma Affiliate Program Website;
7. **Affiliate Website:** a ready-to-use website developed by the Affiliate that the Affiliate indicates on the application form during the registration process on the Neoderma Affiliate Program Website;
8. **Confidential information:** the information as mentioned in Article 9.1;
9. **Content:** the approved marketing content for the Neoderma Affiliate Program, including but not limited to texts, images and banners, that can be downloaded on the Neoderma Affiliate Program Website;
10. **Controller:** as defined in the GDPR;
11. **Cookie Time:** the setting of Neoderma of the First Party Cookie that determines the period of time the cookie remains active on the computer of the Customer;
12. **Customer:** any consumer who gains access to the Neoderma Website via the Affiliate Link;
13. **First Party Cookie:** a small (text) file that is placed on the computer of the Customer as a result of a visit by the Customer to the Neoderma Website via the Affiliate Link;
14. **GDPR:** the General Data Protection Regulation (EU) 2016/679;
15. **Last Cookie Counts:** the principle that sales are allocated to the last marketing channel through which the Customer has gained access to the Neoderma Website;
16. **Neoderma:** NEODERMA AMSTERDAM B.V., with its statutory seat in Amsterdam, the Netherlands and its registered office at the Herengracht 282 (1016 BX) in Amsterdam, the Netherlands, registered in the trade register of the Dutch Chamber of Commerce under number 69831750;
17. **Neoderma Affiliate Program:** the affiliate program of Neoderma;
18. **Neoderma Affiliate Program Website:** affiliates.neoderma.com;
19. **Neoderma Trademarks:** trademarks pertaining to the Neoderma brand and Products, as well as all other distinguishing signs in relation thereto;
20. **Personal Data:** as defined in the GDPR;
21. **Products:** all products offered on the Neoderma Website;
22. **Neoderma Website:** The Neoderma Website the Customer is referred to by clicking on your Affiliate Link, for example, www.neoderma.com, www.neoderma.us, www.neoderma.asia, www.neoderma.ae

or www.neoderma.eu.

Article 2 – Registration and acceptance

1. Any natural person from the age of eighteen (18) or any legal entity that owns an Affiliate Website or Affiliate Social Media Account may register as an Affiliate of the Neoderma Affiliate Program.
2. The registration as an Affiliate implies acceptance of these terms and conditions and the obligation to comply with these terms and conditions.
3. To be registered as an Affiliate, the Affiliate shall complete the following steps:
 - a) create an account on the Neoderma Affiliate Program Website and fill in the application form completely and truthfully;
 - b) accept these terms and conditions; and
 - c) be accepted as an Affiliate by Neoderma.
4. Neoderma shall inform you by email whether you are accepted as an Affiliate of the Neoderma Affiliate Program. From the moment you have received this email, you are accepted as an Affiliate of the Neoderma Affiliate Program by Neoderma and you are entitled to receive commission.
5. Neoderma is entitled to refuse an application at any time without giving any reason. In the event your application has been refused, no commission shall be paid over the period prior to the refusal and thereafter.
6. Neoderma shall refuse your application in the event the Affiliate Website(s) or the Affiliate Social Media Account(s) you have indicated on the application form during the registration process:
 - a) is/are sexual, pornographic, offensive and/or violent in nature;
 - b) is/are in any way contrary to public order and/or morality;
 - c) discriminate(s) on the basis of race, sex, religion and/or belief;
 - d) involve(s) a loyalty program or cash back construction;
 - e) engage(s) in or promotes illegal activities;
 - f) may harm the name and reputation of Neoderma;
 - g) infringe(s) or offer(s) the opportunity to infringe any intellectual property rights, trademark rights or other rights of Neoderma or any third party;
 - h) include(s) the name Neoderma or variations thereof in the domain name or username;
 - i) does not contain (own) content;
 - j) is already registered with another account on the Neoderma Affiliate Program Website.Whether or not one of these refusal grounds is applicable, is exclusively at the discretion of Neoderma.
7. Your registration and account on the Neoderma Affiliate Program Website are personal and non-transferable.

Article 3 – Use

1. Neoderma grants the Affiliate the non-exclusive and non-transferable right to use the Neoderma Trademarks, Content and Affiliate Link on the Affiliate Website(s) and in posts on the Affiliate Social Media Account(s) during the period in which the Affiliate is an accepted Affiliate of the Neoderma Affiliate Program in accordance with these terms and conditions and exclusively for the purpose of promoting Neoderma and the Products in the context of the Neoderma Affiliate Program.
2. The Affiliate shall immediately adhere to all guidelines of Neoderma and instructions given by Neoderma from time to time regarding the use of the Neoderma Trademarks, Content and Affiliate Link.
3. The Affiliate shall not in any respect make changes to the Neoderma Trademarks or the Content or use them in a manner that is misleading or that is otherwise harmful to Neoderma, the Neoderma Trademarks and the Products.
4. The Affiliate acknowledges that all intellectual property rights of Neoderma, including but not limited to the Neoderma Trademarks, the Content and the Products, are and remain the exclusive property of Neoderma.
5. Without prejudice to the provisions in this Article 3, the Affiliate shall fully respect the intellectual property rights and all other exclusive rights of Neoderma and third parties.
6. Affiliate shall not use the Neoderma Trademarks or similar elements in the domain name of the Affiliate Website(s), in the username of the Affiliate Social Media Account(s) or as a keyword for advertising programs, including but not limited to Google Adwords, search engines and other online platforms.
7. Any Affiliate Website or Affiliate Social Media Account shall not in any respect create the impression with the public that it is owned, developed or controlled by Neoderma or that Neoderma is responsible for it. The Affiliate shall make it clear that the Products promoted through any Affiliate

- Website or Affiliate Social Media Account are sold by Neoderma and not by the Affiliate.
8. The Affiliate shall include in any Affiliate Advertisement in a clear and unambiguous manner that the Affiliate Advertisement is an advertisement for the promotion of Neoderma and/or the Products and that the Affiliate receives compensation in the event the Customer purchases a Product via the Affiliate Link.
 9. The Affiliate shall make clear in any Affiliate Advertisement that by clicking on the Affiliate Link the Customer is referred to the Neoderma Website.
 10. The Affiliate shall ensure that in the event the Affiliate indicates the prices and/or availability of the Products on the Affiliate Website or in an Affiliate Advertisement, this information is at any time in accordance with the prices and availability as indicated on the Neoderma Website.
 11. The Affiliate shall refrain from any action or omission that may cause Neoderma and/or the Affiliate to act in violation of applicable legislation and regulations.
 12. After the Affiliate has been accepted to the Neoderma Affiliate Program in accordance with Article 2, Affiliate shall not change (the content of) the Affiliate Website(s) or the Affiliate Social Media Account(s) insofar that one of the refusal grounds listed in Article 2.6 is applicable or insofar the Affiliate Website(s) or Affiliate Social Media Account(s) is/are used for a different purpose.
 13. The Affiliate Advertisements shall not have such content or shall not be used by the Affiliate in such a manner that they meet the criteria listed in Article 2.6 a) to i).
 14. In the event the Neoderma Website or the Neoderma Affiliate Program Website is affected in any way – as determined by Neoderma – by the use of the Affiliate Link or the account of the Affiliate on the Neoderma Affiliate Program Website, Neoderma is entitled to deactivate the Affiliate Link and/or the account of the Affiliate.
 15. The Affiliate shall not:
 - a) purchase Products on the Neoderma Website directly or indirectly through the Affiliate Link;
 - b) promote Neoderma or the Products by means of unsolicited electronic communications via email, text message, private message or a similar medium ('spam');
 - c) promote Products if this is not allowed pursuant to applicable legislation and regulations;
 - d) promote Neoderma or the Products or use the Neoderma Trademarks, the Content or the Affiliate Link on other websites or social media accounts or in other electronic media than on the Affiliate Website(s) or Affiliate Social Media Account(s);
 - e) sell or otherwise transfer the Affiliate Website(s) or Affiliate Social Media Account(s) without notifying Neoderma;
 - f) attempt to intercept visits to the Neoderma Website by Customers in any manner (including by means of software that the Affiliate has installed on his own computer whether unconsciously or not) in order to obtain commission wrongfully;
 - g) display the Neoderma Website on the Affiliate Website(s) by means of pop-ups, pop-under, site overlay, iFrame/framing or similar techniques;
 - h) use advertising programs and/or display networks, including but not limited to Google Adwords, within search engines and other online platforms with the intention to send Customers directly to the Neoderma Website via the search engine or online platform;
 - i) include a unique identifier in the Affiliate Link.
 16. At the request of Neoderma, the Affiliate shall provide Neoderma insight into his or her activities in relation to the promotion of Neoderma and the Products.
 17. At the request of Neoderma, the Affiliate shall immediately remove and/or modify (certain) Content. If a third party approaches the Affiliate because of an alleged infringement of his/her rights in relation to the Content, the Affiliate shall immediately remove the Content in question and inform Neoderma of this immediately by email at legal@neoderma.com. Neoderma does not guarantee the accuracy or lawfulness of the Content.

Article 4 – Commission

1. Neoderma uses a First Party Cookie that has a Cookie Time of twenty-four (24) hours to monitor the sales of the Products by Customers and other actions of the Customers on the Neoderma Website.
2. Subject to the Last Cookie Counts principle, the Affiliate is entitled to receive a commission for all Customers who:
 - i) enter the Neoderma Website through the Affiliate Link;
 - ii) accept the use of the First Party Cookie by Neoderma on the Neoderma Website within the Cookie Time; and
 - iii) purchase Neoderma Products on the Neoderma Website or perform another action on the Neoderma Website that falls within the scope of actions as specified by Neoderma from time to time, within the Cookie Time.

In order to be entitled to receive commission for sales of Products by Customers on the Neoderma Website,

also the following conditions must be fulfilled:

- iv) The relevant Customers have paid Neoderma for the relevant Products;
 - v) the relevant Customers have not returned the relevant Products within the withdrawal period of fourteen (14) days after receipt of these Products; and
 - vi) the payment for the relevant Products by the Customers to Neoderma has become irreversible.
3. Please contact Neoderma's affiliate manager at affiliates@neoderma.com for the most up-to-date information on Customer actions for which the Affiliate may receive commission and the applicable commission rates.
 4. If the Affiliate does not act in accordance with any of these terms and conditions, Neoderma may withhold payment of the commission during the period of this violation by Affiliate and 14 (fourteen) days thereafter.
 5. The data indicated on the Affiliate Dashboard will serve as proof between Affiliate and Neoderma of the views, clicks, unique clicks, duplicate clicks, click through rate, invalid clicks, conversion / sales, revenue per click, revenue per thousand, revenue, date of conversion / sales, click date, offer name, offer ID, revenue type, conversion IP, session IP, transaction ID, brand, browser, carrier, city, country, device type, user-agent, language, OS version, platform, region, ISP, Currency, sales and other actions of the Customers on the Neoderma Website and of the received payments through the Neoderma Affiliate Program.

Article 5 – Payment

1. Payment of the commission by Neoderma to the Affiliate shall take place every 14 (fourteen) days, fourteen (14) calendar days after the relevant action of the Customer or Neoderma has received the payment for the relevant Products. Neoderma shall pay the commission to the Affiliate by one of the payment methods specified on the Neoderma Affiliate Program Website. All payment costs are for the account of the Affiliate.
2. Neoderma is at all times entitled to set off its payment obligations to the Affiliate against the payment obligations of the Affiliate to Neoderma.

Article 6 – Termination of the partnership

1. Neoderma is at all times entitled to terminate the partnership with Affiliate and to deactivate and delete the account of the Affiliate on the Neoderma Affiliate Program Website by email, but in any case in the event:
 - i) at the discretion of Neoderma, the Affiliate is no longer promoting Neoderma or the Products by using the Affiliate Link; or
 - ii) the Neoderma Affiliate Program has been discontinued.
2. The Affiliate is at all times entitled to terminate the partnership with Neoderma by sending an email to affiliates@neoderma.com.
3. In the event the partnership between Neoderma and the Affiliate is terminated:
 - a) the Affiliate Link shall be deactivated immediately;
 - b) Neoderma is entitled to deactivate and delete the account of the Affiliate on the Neoderma Affiliate Program Website;
 - c) without prejudice to Article 6.4, the Affiliate shall not or no longer be entitled to any commission regarding sales of Products or actions of Customers performed on the Neoderma Website after the termination;
 - d) the Affiliate shall immediately remove the Content, the Neoderma Trademarks and the Affiliate Link from any Affiliate Website, Affiliate Social Media Account and Affiliate Advertisement;
4. In the event the partnership between Neoderma and the Affiliate has been terminated in accordance with this Article 6, the Affiliate shall only be entitled to receive commission in respect to sales of Products of which Neoderma has received the payment by the Customer before the termination date, subject to the provisions in Article 4.
5. Without prejudice to the provisions in this Article 6, the Affiliate shall be not entitled to claim any compensation or damages from Neoderma in connection with the termination of the partnership between Neoderma and the Affiliate and the Affiliate hereby waives any right to any compensation or damages in this respect.

Article 7 – Liability

1. The Affiliate warrants that the Affiliate shall comply with all applicable legislation and regulations and with these terms and conditions.
2. The Affiliate shall indemnify Neoderma for any liability, damages and costs of any nature whatsoever arising out of or relating to the failure of the Affiliate to comply with applicable legislation and regulations or one or more of the obligations under these terms and conditions.
3. The Affiliate shall be fully responsible and liable for his or her use, the development, the maintenance, the functioning and the content of any Affiliate Website, Affiliate Social Media Account and Affiliate Advertisement. The Affiliate shall indemnify Neoderma for any liability, damages and costs in this respect.
4. The Affiliate shall be responsible for fulfilling any obligations pursuant to applicable tax law and indemnifies Neoderma for any liability, damages, claims, costs, fines or post-taxes in this respect.
5. The Affiliate shall not present himself or herself in any way as an agent or representative of Neoderma and shall not commit to or enter into any obligations for or on behalf of Neoderma. The Affiliate shall indemnify Neoderma for any liability, damages and costs of any nature resulting from the non-compliance by the Affiliate with this Article 7.5.
6. Except in the case of wilful misconduct or gross negligence of Neoderma, Neoderma shall not be liable in any manner for any damage and/or costs of any nature in relation to the participation in the Neoderma Affiliate Program by the Affiliate, including but not limited to damage and costs resulting from the malfunctioning of the Neoderma Website or the Neoderma Affiliate Program Website and other technical malfunctions. In the event that this exclusion of liability is declared invalid by a competent court, the liability of Neoderma shall not exceed the amount of commissions that Neoderma has paid to the Affiliate during the three (3) months prior to the event that caused the damage and/or the costs.

Article 8 – Data Protection

1. Neoderma is the Controller of the Personal Data collected through the placement of the First Party Cookie by Neoderma via the Neoderma Website and is solely responsible for such Personal Data. The Affiliate is the Controller of any Personal Data collected through any Affiliate Website or Affiliate Social Media Account and is solely responsible for the processing of such Personal Data. Neoderma shall not be the Controller of such Personal Data and shall not be responsible for the processing of such Personal Data in any respect.
2. Affiliate shall comply with all applicable privacy and telecommunication legislation and regulations in the context of its activities under the Neoderma Affiliate Program, including but not limited to the GDPR, the General Data Protection Regulation (Implementation) Act (*Uitvoeringswet Algemene verordening gegevensbescherming*) and the Telecommunications Act (*Telecommunicatiewet*). Affiliate shall indemnify Neoderma for any liability, damages, fines and costs of any nature arising out of or relating to the failure of the Affiliate to comply with such legislation and regulations.

Article 9 – Confidentiality

1. Affiliate shall maintain strict confidentiality during and after the partnership between Affiliate and Neoderma with regard to any information Neoderma provides in the context of the Neoderma Affiliate Program to Affiliate. This information includes, but is not limited to, information regarding promotional campaigns, customers, prices, and sales of Neoderma ("**Confidential Information**").
2. The Affiliate shall use the Confidential Information exclusively for the purpose for which it is provided by Neoderma and Affiliate shall not in any way (i) commercialise or exploit the Confidential Information or (ii) sell or disclose the Confidential Information (in whole or in part) to third parties.
3. The Affiliate shall take all reasonable steps to guarantee the secure storage and use of the Confidential Information.
4. Affiliate shall limit access to the Confidential Information to employees who reasonably require access to the Confidential Information for the purpose of the Neoderma Affiliate Program.
5. Affiliate shall upon Neoderma's written request, promptly return the Confidential Information, including all copies of and materials incorporating Confidential Information.
6. Affiliate shall indemnify Neoderma for any liability, damages and costs arising in connection with the use and/or disclosure of the Confidential Information in breach of these terms and conditions by Affiliate or any third party to whom Affiliate has made the Confidential Information available. Affiliate's indemnification obligations shall survive the termination of the partnership between Affiliate and Neoderma.

Article 10 – Miscellaneous

1. Neoderma is entitled to amend these terms and conditions at any time. Neoderma shall inform the Affiliate of this by email. If the Affiliate does not terminate the partnership under the amended terms and conditions within fourteen (14) days after receipt of this email, the Affiliate shall be deemed to have accepted the amended terms and conditions.
2. The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of any other provision of these terms and conditions. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision shall be as close as possible to the intent of the invalid or unenforceable provision.
3. These terms and conditions are governed by the laws of the Netherlands.
4. The competent court in Amsterdam, the Netherlands shall have jurisdiction to settle any dispute in connection with these terms and conditions without prejudice to the right of appeal and that of appeal to the Supreme Court.