

General Terms and Conditions of the MAGIX Affiliate Program

You may participate in our affiliate program if you are at least 18 years old and have full legal capacity. The following general terms and conditions include all of the prerequisites for participating in the affiliate program of MAGIX AG (subsequently called "MAGIX").

§ 1 Structure and Maintenance of the Affiliate Website

(1) Through the affiliate platform we shall provide you with a large selection of banners and text links to use on your website. Only these links may be integrated into your website in an appropriate number and at appropriate locations on your website. MAGIX cookies may only be generated if MAGIX advertising materials are used that are visible and if the user consciously clicks prior to the generation of a cookie. The invisible integration of the MAGIX Online Shop is not permitted to generate a cookie on the user's computer. In general, publishers shall not be permitted to use iFrames, pop ups, pop unders and layer advertising materials that load MAGIX advertising material or the MAGIX Online Shop and place a cookie on the user's computer without his/her participation. Furthermore, logging in to adware or spyware networks shall not be permitted. Only sales resulting from regular marketing methods on your website shall be remunerated. Post-view tracking shall not be permitted without the express consent of MAGIX. If MAGIX does permit post-view tracking, a maximum of one cookie may be used.

The use of "forced clicks" is not permitted.

The advertising materials and links provided may only be integrated into the website which corresponds to the URL that you have used to register for the affiliate program. The target URLs that are integrated into the advertising material may link to different sections of our website.

If you maintain a reimbursement system with a monthly or annual fee, you may not participate in the MAGIX affiliate program.

(2) Our instructions concerning the integration of advertising material as well as the technical integration and maintenance shall be observed. To guarantee precise invoicing, only the links MAGIX provided you with shall be used. To guarantee your website is up to date, please replace the content with the text we provide if and to the extent that MAGIX does not maintain and alter them dynamically.

(3) You are solely responsible for maintaining your website. While you are using our links you shall update the information and links related to MAGIX products regularly and remove outdated links and content if this is not done automatically by MAGIX.

§ 2 Calculation of your Commission

(1) Only revenues generated through sales of MAGIX products to customers acquired through a link on your website shall be used to calculate the remuneration. Remuneration shall only be paid after the sale, delivery and payment of the goods have been completed, less returns, sales tax (VAT) and credit vouchers.

We reserve the right to reclaim the paid commission in the event of full or partial return of goods.

(2) Your income generated from the MAGIX Partner Program is subject to the German Value Added Tax Act (Umsatzsteuergesetz). Insofar as no other arrangements are made, MAGIX shall issue you a credit note. For this purpose MAGIX requires either the tax number issued to you by your local tax authority or the federal tax authority (Bundesamt für Finanzen) or the VAT Identification Number issued to you by the respective foreign tax office. Please include this number with your contact information. The payment of commissions to affiliates whose place of business is in Germany shall include the legally applicable VAT (Mehrwertsteuer). Should you be VAT exempt, we request that you inform us of this in writing. By accepting these terms and conditions you explicitly declare that your commissions from the MAGIX Partner Program are subject to income tax and VAT.

§ 3 Rights of Use

(1) You are granted the right to access our website through appointed links. This right may be revoked at any time. You may only use the MAGIX logo and other materials provided for advertising our website in conjunction with such a link. This right shall only apply for the purpose of creating links between your and our websites to allow your users to purchase MAGIX products. You may not change or rework the licensed materials in any way. Any breach of the aforementioned agreements shall grant MAGIX the right to terminate the contract without notice.

(2) The rights granted according to item 3 (1) shall expire when termination of this agreement comes into effect.

§ 4 Your Services

(1) You are fully responsible for installing, operating and maintaining your website and all materials published thereon. This responsibility shall apply to technical operations and required technical systems in particular. Moreover, you shall guarantee that your website is free of pornography, scenes of violence (sexual violence, death of humans or animals), discriminating visualizations of people, insults, extremist radical political views or content not suitable for adolescents, belittlements or glorification of drugs or weapons and inappropriate language (sexual language, vulgar language, blasphemy, etc.), and does not link to websites with such content in any way.

(2) You shall design your homepage in such a manner that it cannot be mistaken for our website and does not give the impression that it could be our website. You shall not use on your website any material from us for which you do not have our direct permission or permission through our affiliate program. Your domain name and the meta text of your website may not contain the words "MAGIX", "MAGIX.com" or "MAGIX.de". The use and solicitation of advertising space within search engines or sponsored links, paid advertisements, keyword advertisements, keyword targeting (e.g. Google Adwords, etc.) with service providers (e.g. Google, Yahoo, etc.) with these words shall not be permitted. Furthermore, direct forwarding to the MAGIX website shall not be permitted.

You shall not be permitted to distribute other advertising materials directly or indirectly that refer to us without having presented this material to us and having acquired our permission beforehand. Authorization shall also be required if you wish to place advertisements on third-party websites or in other media using the offered advertising means or by reference to MAGIX.

In the event of a breach of the aforementioned restrictions MAGIX shall be entitled to terminate the partnership without further notice and cancel all commissions acquired through such a breach. MAGIX explicitly shall reserve the right to claim further damage compensation.

(3) You shall not be entitled to generate or accept offers on our behalf, or to represent us. You shall not be involved in processing the purchase agreement between MAGIX and the end consumer.

(4) You may only position the MAGIX advertising materials on the website which corresponds to the URL that you have used to register for the affiliate program. MAGIX shall be informed of any change to the domain of your website two weeks in advance. The continued placement of links using this domain shall be permitted for as long as MAGIX does not object to such use. This shall also apply if the content or commercial subject matter of your website should change.

(5) You shall operate the website yourself and solely be responsible for its content in accordance with Sec. 8 of the German Teleservices Act [TDG] and observe the regulations and obligations resulting from the German Teleservices Data Protection Act [TDDSG] (particularly, you are responsible for adhering to the relevant regulations of the TDDSG regarding storage of cookies), the Federal Data Protection Act [BDSG], and shall exempt MAGIX from any claims that may arise due to your breach of the data protection acts.

§ 5 Program Changes

(1) We reserve the right to change the terms and regulations of this agreement at any time. You will be informed of any changes by email. In particular, amendments regarding remuneration and terms of payment may occur. Should you deem a modification unacceptable you may terminate the agreement. The continuation of your participation in the affiliate network after the changes have entered into force shall be deemed your acceptance of such changes.

§ 6 Confidentiality

(1) Unless otherwise intended by this agreement or unless approved by the other party, all data, including the stipulations of this agreement in particular, business data, financial data, client or retailer lists as well as data on prices and sales shall be treated with strict confidentiality. This data may not be used by you directly or indirectly for your own business purpose or for other purposes.

(2) This shall not apply insofar as such data is known or accessible to the public through sources that are not sources proprietary to the corresponding parties.

§ 7 Guarantee and Liability

(1) We shall not commit to any guarantee or liability with regard to the affiliate network, MAGIX products, and flawless, uninterrupted usability of our website.

(2) We shall accept liability for damages we are responsible for ourselves in the event of breach of major

responsibilities or if contractually agreed properties are missing. Exceeding this, we shall only accept responsibility pursuant to the German Product Liability Act [Produkthaftungsgesetz] or if the damage was caused by us due to gross negligence or deliberately.

§ 8 Miscellaneous

(1) German law shall apply for this agreement. The Court of Berlin shall have exclusive jurisdiction. We shall reserve the right to institute legal proceedings at your jurisdiction. This agreement shall not be transferable without our approval. MAGIX shall be entitled to transfer its rights and obligations resulting from this agreement to enterprises of which MAGIX or one of its shareholders is a direct or indirect shareholder, or to convey to them the rights resulting from this contract.

(2) If a clause of this agreement should become fully or partially invalid or not feasible, the validity of the remaining agreement shall remain unaffected thereby. This shall also apply if the agreement should contain a regulation loophole. To fill the loophole, an appropriate regulation shall apply which, as far as legally possible, comes closest to what the parties would have intended.