

# TERMS AND CONDITIONS COOLBLUE AFFILIATE PROGRAM.

The Coolblue Affiliate Program has some rules. We've listed them for you below.

## Article 1. General

- 1.1. You're at least 18 years old when you apply for the Coolblue Affiliate Program.
- 1.2. When you apply, you agree to the Terms and Conditions of the Coolblue Affiliate Program and the terms and conditions of the affiliate platform Partnerize, to be found on <https://docs.partnerize.com/tsandcs.html>. This also means you comply with said terms and conditions.
- 1.3. Your application and account in the Coolblue Affiliate Program are personal, and can't be transferred.
- 1.4. You and Coolblue enter this cooperation at own account and risk, and are responsible for the consequences of one's own actions of neglect towards third parties, like end users. As a part of this, you and Coolblue indemnify each other from claims from third parties.
- 1.5. You don't place (test) orders at the Coolblue Affiliate Program via your account.
- 1.6. Coolblue has the right to decline purchases via a Coolblue Affiliate Partner or terminate the cooperation with a Coolblue Affiliate Partner, without cause. If you act contrary to the Terms and Conditions of the Coolblue Affiliate Program, Coolblue will request that you terminate those acts as soon as possible and Coolblue can hold you responsible for damages that have been or will be suffered by Coolblue, not excluding legal measures.
- 1.7. Coolblue has the right to change the Terms and Conditions of the Coolblue Affiliate Program. Coolblue Affiliate Partners will be notified via email.
- 1.8. Coolblue doesn't cooperate with parties providing discount codes or parties who pay out cashbacks to their members. We do allow:
  - A. Sponsoring programs, where the commission is donated to a charity or association.
  - B. Loyalty programs, where the commission can only be used for non-monetary rewards.

## Article 2. Privacy and personal information

- 2.1. As Data Controller, you're responsible for processing personal information and are fully responsible for collecting personal information, including creating references and using those. You comply with all legal privacy obligations when it comes to the visitors on your website and any possible recipients of your mailings, including the General Data Protection Regulation and the ePrivacy Verordening. Coolblue has no control over your data and privacy policies.
- 2.2. Because you're the Data Controller, you have control over the agreements made with the affiliate platform Partnerize, which acts as the editor of personal information for Coolblue.
- 2.3. In any case, you'll extend your full cooperation within a reasonable time to any request made by Coolblue, like insight into the opt-ins, in compliance with the General Data Protection Regulation.

## Article 3. Website

- 3.1. You register your website with the Coolblue Affiliate Program. If you want to promote Coolblue via other channels, like a newsletter, social media, an app, etc., you can add these websites and/or channels to your account.
- 3.2. You'll style your website in a way it's clear for everyone that they're not dealing with a Coolblue website.
- 3.3. You style your website in a way that it's clear for everyone, before they click, that they'll be redirected to a Coolblue website.
- 3.4. You don't register any domains with specific terms and/or names like Coolblue, laptopshop(.nl/.be), PDAshop(.nl/.be) and all other Coolblue shops and/or websites, or variations on these terms and/or names, for example with spelling errors.

## Article 4. Promotional Material

- 4.1. Coolblue will make the promotional material, like banners, feeds, and text links, available to you. You can only use this content on the website you registered with the Coolblue Affiliate Program.
- 4.2. Coolblue isn't liable for any possible mistakes in the promotional material.
- 4.3. You don't edit the promotional material provided by Coolblue, and/or won't make (similar) promotional material yourself.
- 4.4. You can use the content of the Coolblue website for inspiration, but you can't copy it.

## Article 5. Communication and promotion

- 5.1. You only communicate about promotions that are on the Coolblue website, and/or promotions that have been communicated by Coolblue via the Affiliate Partners newsletter or the Dealsheet.
- 5.2. You'll be notified about upcoming promotions by Coolblue. That way, you can prepare all promotions ahead of time, but you can't share them with your visitors until the promotion period, as indicated by Coolblue, has started.
- 5.3. You can put the standard Coolblue propositions like free shipping, free returns, etc. on your website, but you can't use them as an incentive, combined with clickable links.
- 5.4. You can communicate reductions, discounts, and cashback promotions at Coolblue offers. You don't do this in a way Coolblue finds misleading.
- 5.5. You promote Coolblue in a way that visitors consciously click the promotional material or the text link. You don't promote Coolblue by means of undesirable and/or doubtful techniques. You won't:
  - A. Use promotional or recruiting expressions in pop-ups, pop-under, cookie dropping, frames, iFrames, site overlay, or comparable techniques;
  - B. Show promotional or recruiting expressions on websites and/or other media that have a hateful, erotic, or pornographic nature.
  - C. Carry out a promotion via unsolicited electronic communication like email, text message, or a comparable medium ("spam");

- D. Use toolbars to redirect visitors of the Coolblue website, and/or all other shops and/or websites by Coolblue via an affiliate link.

## Article 6. Advertising

- 6.1. You won't advertise on collection websites like Marktplaats and Marktplaza with a direct link to the Coolblue website.
- 6.2. If you advertise Coolblue campaigns or products on Facebook and/or Twitter, you do this in a way that it's clear to everyone that it's not a Coolblue advertisement.
- 6.3. You don't use specific terms and/or names like Coolblue, laptopshop(.nl/.be), PDAshop(.nl/.be) and all other shops and/or websites by Coolblue, or any varieties on these terms, for example with spelling errors, in paid search like AdWords.
- 6.4. You add 'Coolblue' to the negative keywords in paid search, like Google AdWords.
- 6.5. You don't use direct links to Coolblue and/or all other shops and/or websites by Coolblue when you purchase advertisements from external parties, like search engines and social media. This includes the traffic that is redirected to Coolblue and/or all other shops and/or websites by Coolblue.

## Article 7. App

- 7.1. If you promote Coolblue via an app, your app complies with the following:
  - A. You style your app in a way that it's clear to everyone that this is not a Coolblue app.
  - B. Your app doesn't look like the Coolblue app.
  - C. You don't use 'Coolblue' in your app's name.
  - D. In your app, you refer visitors to the Coolblue website and/or all other shops and/or websites by Coolblue via an external browser tab.
  - E. Before it's live and available to download, you have to have your app approved by Coolblue.
  - F. In case of an expansion of functionality or a significant change, you'll have to have your app approved by Coolblue, even if it's been approved before.

## Article 8. Conditions for loyalty and savings programs

- 8.1. You don't rank the search combination 'discount code Coolblue' in Google, or varieties on this term.
- 8.2. You include the following header in the overview page of Coolblue promotions: '<meta name="robots" content="noindex">' or you make sure this page isn't indexed by search robots in another way.
- 8.3. You only use your own published references to grant compensation to your discount code and cashback member, so Coolblue doesn't have access to any personal information.

## Article 9. Conditions for sending newsletters

- 9.1. You can only send an email including Coolblue promotions to your visitors if you've received approval from Coolblue beforehand via email, even if a previous email has been approved.
- 9.2. Your commercial expressions and (online) marketing activities like emails and websites, including the use of cookies, all comply with the Telecommunicatiewet and the ePrivacy Verordening.
- 9.3. You make sure that the recipients of email have given their permission via an opt-in. That means that the recipients have been informed and have given their explicit consent to the fact that they'll receive product promotions from Coolblue via email, and that they can easily unsubscribe from these emails.
- 9.4. You can always provide Coolblue with insight into the records of opt-in. This includes at least:
  - A. Subscription method (soft opt-in or double opt-in);
  - B. The form's URL;
  - C. The date the form was filled out/the opt-in was acquired;
  - D. The IP address the subscription took place;
  - E. The send time of the confirmation email;
  - F. If it's a double opt-in, the confirmation date;
  - G. The IP address of the recipient of the confirmation email.

- 9.5. You style the newsletter in a way that it's clear to everyone that the product promotions from Coolblue are sent via a newsletter and include a link to your privacy statement.
- 9.6. You don't reward emails per click, unless Coolblue has explicitly given you permission to do so.

## Artikel 10. Aanvullende voorwaarden voor leadcampagnes

- 1. You apply for the lead campaigns in the country you want to generate leads.
- 2. You'll only receive a compensation for leads. If you're interested in receiving a compensation based on sales, you can apply for the Coolblue Affiliate Program.
- 3. You don't advertise in paid search, like Google AdWords.
- 4. You can't reward members based on the lead, only based on the click.
- 5. You don't place false leads or test leads.
- 6. Coolblue has the right to temporarily stop or end lead campaigns, without cause.