



Guidelines to the use of the Affiliate Program related to eBay

IMPORTANT: As an Affiliate, you are required to consult, read and accept these guidelines, prior to any use. The most current version of the guidelines is published on the eBay site. By creating affiliate related content or campaigns, you are bound by these guidelines, including those of your selected partner (e.g. Commission Junction, TradeDoubler or any other partner).

1. **Definition.** The purpose of the affiliate program is, that the Affiliate shall place one or more hyperlinks (advertising banners, buttons, text links) on its website, on third parties websites or in Search Engine Advertising (SEA) links, directing internet users to the eBay website. The hyperlinks, including the associated URL, should redirect to the official eBay homepage (eBay.be), or a specific item category page, at top level; other hyperlinks require prior approval of eBay.
2. **General.** The Affiliate shall not place hyperlinks and information on websites, web pages or search engines which contain the following type of content, or associate with the following type of content or which contain links to such content:
 - politics
 - erotica or pornography
 - weapons, violence, especially glorification of violence
 - drugs or other controlled substances
 - content subject to criminal prosecution, particularly insulting or defamation
 - unlawful content
 - content violating third-party rights, especially intellectual property rights such as copyrights, trademarks, design rights or patent rights
 - content which is illegal or misleading, offensive or abusive in relation to eBay or third parties
 - links to the content cited above

The Affiliate must comply with the eBay Wording Guidelines (Annex 1, see further) on its website.

3. **Surfing on the Affiliate's website**

The back function of the page where the hyperlink is placed must be activated, so that the user can return to the previous page at any time by clicking the back button of his or her browser.

In the event eBay pop-ups or pop-unders are activated by a click by the internet user, such click shall not also activate pop-ups or pop-unders of other providers.

URLs, text links and link descriptions to the eBay website must be clearly recognizable for third parties as links to the eBay website. Automatic openings, misleading or abusive links are prohibited.

The Affiliate is prohibited from designing a website or website pages in such a manner that the website could be confused with the eBay website.



The Affiliate must ensure that, when the eBay website is displayed, the eBay URL is visibly displayed on the address line. The eBay website shall not be framed within the Affiliate's website.

4. Search Engine Guidelines

Within the framework of all its activities over the Internet, and notably for all its activities intended to improve the ranking of its pages and/or its Links on search engines and/or the promotion of the eBay website, the Affiliate shall comply with all laws and regulations. In particular, the Affiliate shall refrain from:

- using unfair methods and/or methods infringing competition law;
- infringing any third party's rights, and notably third party's intellectual property rights (marks, domain names, copyrights, etc.).

- When selecting topic relevant keywords and domain names, even within the source text, the Affiliate must ensure compliance with the provisions of competition and commercial law and that no third-party trademark rights or copyrights are violated.

- In designing its website, the Affiliate must ensure that search engine queries only produce results relating to its website if the content of its website relates to the search query.

- The Affiliate must ensure that its website has a relevant and truthful title and page description.

- The Affiliate may not optimize its website in such a manner that similar pages with the same content are linked with the same keyword, so that several nearly identical websites of the Affiliate are listed as search results, thus misleading the user. The Affiliate shall not design pages where it places hyperlinks in such a manner as to attain maximum placement in search engines in violation of competition or commercial regulations or by manipulating the indexing of search engines.

- **URLs, text links and link descriptions** to the eBay website must be clearly recognizable for third parties as links to the eBay website. Automatic, misleading or abusive links are prohibited. The Affiliate will not use the Registration page as landing page in their campaigns. The URL's of the Registration pages on the Belgian sites (www.ebay.be) are the following:

- <https://scgi.benl.ebay.be/ws/eBayISAPI.dll?RegisterEnterInfo>

- <https://scgi.befr.ebay.be/ws/eBayISAPI.dll?RegisterEnterInfo>

- **eBay Trademarks.** You will not use in your domain name or URL nor purchase or register in any search, referral, or advertising service (such as Google's AdWords program) any of the following terms:

a. Any eBay company trademarks, including "eBay", "PayPal", any other eBay company or any URL or keyword string that includes eBay company names (for example "ebay", "www.yourname-ebay.be", "eBay veilingen", "eBay enchères", "eBay juwelen", "paypal", "paypal payments", etc); or

b. Variations of any eBay company trademarks (for example, "e-bay", "ebay.be", "www.ebay.com", "e-bay", "e bay", "www.ebay", "ww.ebay.be", "e-bay.be",



"befr.ebay.be", "www.ebay.com", "e.bay", "www.ebay.com", "ebya", "Pay-Pal", "Pay Pal", etc).

* Please note: this is not an exhaustive list of prohibited words, phrases, or combinations thereof.

The "ebay" and "e-bay" keywords will be used as negative keywords in your promotion campaigns.

5. **Prohibition of spyware.** The Affiliate shall not place any Link on any website or webpage which contains, or installs dialers and/or spyware on the user's computer. Spyware means software which is designed to collect personal information related to the user, without his knowledge or express consent, before forwarding such information over the Internet.
6. **No Affiliate Links.** You may not include affiliate links on any ebay.be page or eBay-owned page, such as an eBay listing or eBay Store. Nor may You use affiliate links to promote your own eBay listings or eBay Store, those of your Sub-Publisher or those of anyone else with whom you are affiliated.
7. **Terms Governing Incentive Sites.** You will not directly or indirectly offer any consideration or incentive for any Commission-Earning Activity or for clicking on an affiliate program-coded link unless expressly authorized to do so in writing by CJ or Tradedoubler. Each such written authorization will authorize only one specific incentive. Any subsequent change to an authorized incentive must be re-submitted in writing for authorization by CJ or Tradedoubler. Special sign-up campaigns, in the form of a redistribution of money to new users, as gained by an Affiliate under the Affiliate program are prohibited. Any other special campaign, as set up by an Affiliate, requires prior approval from eBay.
8. **No double tracking.** In the event the Affiliate participates to the eBay Affiliate Program through several affiliation platforms, the Affiliate undertakes not to manipulate the tracking codes in order to be compensated by several platforms in consideration of the same action eligible for compensation.
9. **Disclaimer of Warranties.** EBAY, TRADEDOUBLER AND CJ DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EBAY, TRADEDOUBLER AND CJ, EACH INDIVIDUALLY, EXPRESSLY DISCLAIMS ALL LIABILITY RELATING TO THESE TERMS AND CONDITIONS OR THE PROGRAM.
10. **Email promotion.** In general, unsolicited email campaigns are prohibited under the Affiliate program. Emails may only be sent (i) to direct, existing customers of the Affiliate who have given prior consent to receive emails of the Affiliate, (ii) insofar the privacy regulations, including anti-spam regulations, have been complied with by the Affiliate. Affiliate is solely responsible for complying with the privacy and other marketing regulations.
11. **Terms Governing Downloadable Software.** You will be paid for Commission-Earning Activity derived from downloadable software (DLS) only if the DLS complies with all of these Terms and Conditions and the PSA.



- a. **Legal Compliance.** The operation of the DLS complies with all applicable laws in all relevant jurisdictions and does not deceive consumers about its nature, purpose, or operation.
- b. **Informed Consent.** The DLS is not installed or executed on the computer of any user until that user has given explicit consent to its installation or execution. "Explicit consent" means:
 - i. The user has received a clear, brief, and conspicuous notice, in plain language and outside of any user agreement or terms, that the DLS will collect information about web usage (and, if applicable, personally identifiable information), and will use that information to display advertising on the user's computer (including, if possible, a description of the frequency of such advertising);
 - ii. The user has been provided with, or has been provided an opportunity to access, a more detailed description of the type(s) of information collected and the purpose(s) for which it will be used;
 - iii. If the DLS is bundled with other software, the user has been provided with specific identification of the advertising-serving program(s) ("Adware") in the bundle; and
 - iv. After receiving the notice specified in (i) and after being provided, or provided an opportunity to access, the information specified in (ii) and (iii), the user affirmatively chooses to have the DLS installed or executed on his or her computer.
- c. **Easy Removal.** A user must be able to completely uninstall the DLS through a means that the user can readily identify and perform without undue effort or specialized knowledge (preferred alternatives include providing easy access to an uninstall process from the content or framing of the DLS or a readily recognizable icon or listing the DLS in the add/remove feature in the Windows operating system). Uninstall processes must not be deceptive, complicated or confusing (such as listing DLS under multiple, confusing or deceptive names, requiring users to re-boot unnecessarily, using confusing language in pop-up challenges, or requiring more clicks than necessary to complete the un-install process). Each DLS-affiliated feature must contain the name of the DLS in the uninstall user interface.
- d. **Full Disclosure.** All ads generated on the user's screen by the DLS identify the DLS as the source of the ad, using the same name as provided most prominently at the time the DLS was downloaded.
- e. **No Persistent Ads.** Users must be able to close (without ending their browser sessions) any DLS-generated pop-ups, pop-unders, or other advertisements that cover otherwise viewable content.
- f. **Value to User.** Either the DLS or an application bundled with the DLS must have meaningful value to the user that outweighs any burden imposed. For example, DLS that is combined with a comparison-shopping engine would meet this requirement.



- g. **No Sniping.** The DLS cannot automatically place bids for users.
 - h. **Limited Number of Ads.** The DLS will not serve an unreasonable number of pop-up or pop-under advertisements per day or per web browsing session.
 - i. **Not Aimed at Children.** The DLS is not specifically or primarily marketed to children under the age of 18 or downloadable from websites or services primarily oriented toward children.
 - j. **Prohibited Operations.** Neither the DLS, nor any other software bundled with or distributed with the DLS, performs any of the following functions unless explicitly instructed to do so by the user
 - i. sending unsolicited information or material to another computer;
 - ii. diverting the user to another site not requested by the user;
 - iii. initiating or terminating a user's connection to the Internet;
 - iv. modifying the user's settings with respect to browser home page, Internet connections (including default access provider), bookmarks, or security levels;
 - v. keystroke logging;
 - vi. automatic re-installing or re-activating itself or another application after being uninstalled or removed by the user; or removing or disabling security, pop-up-blocking, anti-virus, anti-Adware, or anti-spyware programs on the user's computer. For these purposes, spyware is defined as software that surreptitiously gathers a user's personally identifiable information.
12. **Compensation.** For each transaction, You will be compensated in accordance with the then-current Payout schedule for Transactions on the eBay.com site ("Commission-Earning Activity"). To qualify as a payable transaction, a user must take an affirmative action, clicking on your properly-coded link in a browser or browser environment.

For the purpose of calculation the compensation, a "Registration" designates the action of a visitor who, after having voluntarily clicked on a Link contained on the Affiliate's website or placed by the Affiliate on a third party's website, has been redirected to eBay website, has registered on eBay website and confirmed his registration.

Any person having registered under several user names will be counted as a single Registration.

The number of Registrations originating from an Affiliate's website, and more generally from the Affiliate's Links, will be calculated whilst taking into account the cookies placed on the user's computer at the time of his Registration on eBay, according to the rule that "only the last cookie counts". Thus, if a user clicked on the Links of several Affiliates before registering on eBay, only the cookie relating to the last Link on which the user has clicked upon will be taken into account.



- a. eBay reserves the right to delay Your compensation if there is a suspicion of bad faith associated with any transaction driven by You.
 - b. eBay reserves the right to delay Your compensation if You are suspected of causing users non-compliance with eBay's User Agreement (e.g. causing unpaid items)
13. **Global Compliance.** Any infractions of these terms and conditions will be monitored and enforced globally. Violations in one country program will be counted equal with violations in all other country programs with which You or your Agents are affiliated.
 14. **Publisher's Indemnification Obligations.** You will defend, indemnify, and hold each of eBay, CJ and Traddoubler harmless against all claims, liabilities, and expenses claimed or incurred by third parties directly or indirectly as a result of any breach of these terms and conditions, and/or distribution or use of applications or content by You, Your Agents, or anyone else that you are affiliated with.
 15. **Remedy for Breach.** If You breach any of these terms, in addition to any other available remedies, eBay may remove You from the Program immediately, withhold or recover any compensation for transactions not in compliance with these terms, and seek removal of any search terms registered or purchased in violation of the terms.
 16. **Amendment.** eBay may amend these Terms and Conditions by notifying You through CJ, Tradedoubler, email, or mail sent to Your address of record. You may review any revised Terms and Conditions for up to seven days after eBay sends its notice. After seven days, the revised terms will automatically take effect and become fully enforceable. If You do not agree with the revised Terms and Conditions, You will remove Yourself from the Program through Your Account and remove and stop promoting any eBay Links.

Wording Guidelines (Annex 1)

The eBay brand

The eBay brand (Trademark protected) may not be used in conjunction with another brand. The only valid wording is: "eBay" (even at the beginning of a sentence). Exceptions (i) for general capitalization: EBAY, (ii) in email addresses and internet addresses (URLs): www.ebay.be. The use of the proprietary eBay logo is only allowed insofar the logo is not altered, not diluted or not used for an unauthorized purpose.

Official description of eBay

"eBay, the Worlds' Online Marketplace", "eBay is the largest online marketplace in the world". "eBay, de wereldwijde online handelsplaats". "eBay, achetez et vendez".

Offers, objects, articles and auctions at eBay

- All objects and offers at eBay shall be called "offers at eBay", "objects at eBay", "articles at eBay."
- The phrase "Auctions at eBay" may only be used when actually and exclusively referring to auctions or auctions with options for immediate purchase.
- The advertising slogan "starting at 1 Euro" may only be used when linked with sufficient offers which actually have a starting price of 1 Euro.

The following formulations may not be used (including any formulation likely to cause confusion about the fact that eBay is only a venue and is not a seller of goods itself):

- Offers of eBay; eBay offers; eBay articles; For sale by eBay, etc.