

Terms of use - Eadso.com

This regulation lays down the rules of cooperation between the Publisher and Eadso.com – Eadso Olga Sobczak with the registered office at ul. Wawrzyniaka 10/64, 64-100 Ślubice, NIP 5981634881, REGON 362909402

Art. 1 Terms

1.1. The Publisher – the natural, legal entity, the organizational unit without legal personality to whom an act has granted a legal capacity, which broadcasts the online programs meeting the requirements of this Regulation.

1.2 User – the natural or legal person who clicks the advertisement on the Publisher's websites.

1.3 Website – set of related websites, joining the IT mechanisms, text and graphics.

1.4 Affiliate program – set of rules laying down the rules of cooperation between the Publisher and the Advertiser and the requirements concerning the advertisements or product in the form of determined text links, advertising creation and graphics. The Rules of Affiliate Program are determined individually for every program separately and made available to the Publisher.

1.5 Platform – the internal internet system made available to the Publisher for the implementation of the Affiliate Programs.

1.6 Publisher's Website – the website on which the Publisher broadcasts the advertisements for the particular Affiliate program.

1.7 Lead – the implementation of activities regulated by the Affiliate Program by the User on the Publisher's website where the advertisements are broadcasted in a given affiliate program.

1.8 Validation – verification of the Leads provided by the Publisher in a given affiliate program.

1.9. Motivated traffic – generated leads in the affiliate program in a mass way, artificial, by the automaton, forbidden motivation for the Users in the form of the remuneration or additional encouragements.

Art. 2 Registration

1.1 The condition of getting the Publisher status in the Service is the account registration by:

- filling in the registration form in the Service
- accepting the terms and conditions of the Regulation and the Privacy Policy
- receiving acceptance and authorization by the Advertiser

1.2 The Publisher Registration means the absolute acceptance of the Regulation and the Privacy Policy. The lack of acceptance of the Regulation means impossibility to use the Platform Easdo.pl with the Publisher status.

1.3 The Publisher shall be informed about the acceptance, referred to in point 1.1, electronically on the e-mail address indicated in the registration process.

1.4 The agreement with the Publisher on the terms and conditions set forth in this regulation, which concerns the Affiliate Programs, is concluded at the moment of accepting the Publisher by the Advertiser on the e-mail address indicated by him.

1.5 Concluding an agreement with the Publisher means excluding liability towards third parties for the results of his own actions as part of the Affiliate Program implementation.

Art.3 Obligations of Eadso

1.1 The Advertiser is obliged to monitor the Affiliate Program implementation by the Publisher.

1.2 The Advertiser reserves right to verify the Publisher's traffic submitted as part of the Affiliate Program implementation.

1.3 The Advertiser agrees to make the statistics of the Affiliate Program in the Service available to the Publisher.

1.4 The Advertiser agrees to make settlements with the Publishers according to the principles defined in this regulation.

Art. 4 Affiliate Programs

1.1 The Publisher has access to the Affiliate Programs published in the Service and to apply to them.

1.2 The application to the Affiliate Program does not mean the simultaneous consent to its implementation. The acceptance of the Publisher is made by the Advertiser after sending a request to the Publisher to join a particular Affiliate Program.

1.3 The Advertiser reserves right to refuse joining the Publisher to a particular Affiliate Program when the profile of the Publisher does not conform with the criteria included in the terms and conditions of Affiliate Program implementation.

1.4 The Advertiser reserves right to block the Publisher in the Affiliate Program in case of failure to comply with the terms and conditions of this Regulation and the Affiliate Program.

1.5 The Advertiser reserves right to suspend and terminate the Affiliate Program at any time. The Publisher shall be informed about the suspension or termination of the Affiliate Program in a separate e-mail message.

Art.5 The obligations and rights of the Publisher

1.1 The Publisher is obliged to submit to the Advertiser valid and true personal data during the registration process. In the registration process the Publisher hereby declares that the given data is true and valid.

1.2 The Publisher is obliged to immediately inform the Principal about every change of the personal data and to submit the proper documents confirming those changes.

1.3 The Publisher is not authorized to pass on his rights and obligations resulting from the Agreement and this Regulation to the third parties without the written consent of the Advertiser.

1.4 The Publisher bears responsibility for the compliance of the websites, on which the broadcast takes place, with the Agreement, this Regulation and the applicable provisions of the Polish law.

1.5 The Publisher declares that the broadcasting of the Affiliate Programs takes place on the websites reported by him in the Service and accepted by the Advertiser. The broadcasting of the Programs on other websites than those reported and accepted by the Service may result in the immediate termination of the Agreement between the Publisher and the Advertiser and cancelling the remuneration due to the Publisher for the implementation of the Affiliate Programs.

1.6 The Publisher declares that as part of the Affiliate Programs implementation he will not generate Leads in an artificial way by means of the forbidden motivation and promise of profits.

1.7 The Publisher agrees to immediately remove the creation of Affiliate Programs after completion or suspension of the implemented Affiliate Program.

1.8 The broadcasting of the Affiliate Program after its completion, suspension or blockage does not give the Publisher right to receive remuneration due to the implementation of the Program.

Art. 6 The Publisher's remuneration

1.1 The terms and conditions of the payment of remuneration are each time made available to the Publisher in the description of each Affiliate Program. The Publisher accepts the conditions of the remuneration of each Affiliate Program by reporting for its broadcasting.

1.2 The sum, which is the Publisher's remuneration, shall be available in the Settlements Panel after each verification of the traffic by the Advertiser.

1.3 Prior to sending the financial documents to the Advertiser, the Publisher is obliged to confirm the sum visible in the Settlements Panel.

1.4 Sending the financial documents by the Publisher shall take place via the Settlements Panel which enables direct sending of the documents to the Advertiser electronically.

1.5 The Publisher, being a natural person not conducting the business activity, shall receive the remuneration not subjected to deduction of the income tax. The Publisher is obliged to settle his tax for the hire on his own.

1.6 The Publisher, who conducts business activity, is obliged to issue an invoice for the Advertiser and send it via the Service according to the content of this Regulation.

1.7 The payment of the remuneration shall take place right after getting a verification of the Publisher's traffic by the Advertiser, in 30 days at the latest after issuing an invoice, bill or other document issued by the Publisher, by transfer on the bank account indicated by the Publisher, while the minimal sum, upon condition of which the remuneration is to be paid, is the sum of 100,00 PLN.

1.8 The Advertiser reserves right to diminish the sum of remuneration in case of withdrawal of the traffic verification submitted by the Publisher or any other occurrence causing the necessity to correct the Publisher's remuneration, especially when after the traffic verification it turns out that the Publisher used the forbidden methods of generating traffic, including the motivated traffic or the traffic generated by the means of the automaton. In this case the Advertiser informs the Publisher about the change of the remuneration sum and the Publisher is obliged to correct the invoice, bill or other financial document and submit the document on the Advertiser's e-mail address.

In the case when the remuneration has been already paid to the Publisher, the Advertiser reserves right to deduct the surplus from the Publisher's current remuneration. In case of lack of generated proper remuneration amount possible to deduct, the Publisher shall be required to return the surplus by the Advertiser in the period of 14 from the notice.

1.9 The remuneration is paid in the Polish currency to the bank account indicated by the Publisher.

Art.7 The rules of the Advertiser's liability

1.1 The Advertiser does not bear responsibility for the technical breaks on the Publishers' websites or the incorrect settings of the advertising materials on the Publishers' broadcasting websites.

1.2 The Advertiser does not bear responsibility in case of resignation from the Publisher's services, suspension, stoppage or blockage of the broadcasted Affiliate Program as well as in situation of nonconformity with this Regulation and the regulation of the Affiliate Programs by the Publisher.

Art.8 The rules of the Publisher's liability

1.1 The Publisher is fully responsible for the damages caused to the Advertiser and the third parties as may result during the implementation of the Affiliate Programs, especially for the implementation of the Programs in a way incompatible with this Regulation and the regulation of a particular Affiliate Program.

1.2 The Publisher declares that while registering the account he confirms the legality of his e-mail database and declares that this database is collected according to the Polish law, is reported in the GIODO and the Publisher has appropriate approvals of the receivers for the forwarding of the advertising materials.

Art. 9 Service agreement

1.1 The Advertiser may terminate the agreement with the Publisher immediately and at any time in case of violation of this Regulation, Privacy Policy and the Affiliate Programs Regulation, especially in case of generating artificial traffic in the Affiliate Programs.

1.2 In the case of terminating the agreement with the Advertiser, the Publisher is obliged to remove immediately all the advertising materials from the websites and to stop broadcasting.

1.3 The Advertiser reserves right to terminate, suspend or change the Affiliate Program without the necessity to pay damages to the Publisher. The Publisher shall be informed about all the changes introduced to the Affiliate Program by e-mail on the e-mail address indicated by him.

1.4 Subject to the rest of the Agreement provisions, the Advertiser reserves right to terminate the agreement immediately in case of:

- breaching the provisions of the Agreement and the Regulation of the Affiliate Programs,
- justified cases indicated in the Regulation,
- lack of generated traffic in the Service for a year,
- conducting unlawful activity by the Publisher,
- in case when the Publisher's websites, on which the Affiliate Programs are broadcasted, are slanderous, offensive, unlawful, infringing to the right of the third parties, incite hatred, xenophobia, racism, infringe the copyrights, include viruses, Trojan horses or other harmful and unlawful elements and content.
- in case when the Publisher's websites include references or links to the websites referred to in the par. 5

1.5 The Publisher shall be informed about termination of the agreement by e-mail message sent to him on the address indicated by the Publisher.

Art.10 Final provisions

1.1 The parties declare that they have read the Regulation and they accept its provisions.

1.2 The Publisher agrees to repair the Advertiser's damage caused by the improper performance of the Agreement or Regulation, especially using the Affiliate Program in a way contrary to its destination, including the technical problems or loss or data by the Publisher.

1.3 The Publisher does not acquire any rights or licenses for using the copyrights, trademarks, know-how of the Advertiser excluding the right to use the advertising materials of the Affiliate Programs according to their destination.

1.4 The Advertiser agrees to send notifications to the Publisher on the e-mail address indicated by him.

1.5 In case of collision of provisions of the Regulation and the Affiliate Programs, the provisions of the Affiliate Program Regulation shall prevail.

1.6 The matters not covered by this Regulation shall be governed by the provisions of the Civil Code and the act on provision of services by electronic means.

1.7 Any disputes arising in connection to this Regulation shall be resolved amicably and in case of lack of the resolutions – by the court of law.