

Conditions of participation of the TG Magazine Partner Programme

TG Magazine (TGM) is an online product and online service of Loevens OG, 9412 Wolfsberg, St. Margarethen, Messingweg 2, Austria. Hereafter referred to as TGM. Version of 01.10.2018 (Version 2)

The following translation is for information character, legally valid in German language only.

1. General

The Affiliate or Partner Programme described here, is used to convey third party advertisements to TGM. The partner will be credited with a commission, on his customer account after placing an order by the recommended client. Stating his AffiliateID (corresponding to the e-mail selected by the partner) and successfully paying TGM for this order. The TGM Partner Programme integrates all services, which are published online in the TGM Advertising Price List in their latest version, in the TGM Mediakit. All other services of TGM/Loevens OG are decidedly excluded and do not form part of this agreement.

2. Participation in the Partner Programme

Every existing or new TGM or Loevens OG customer is entitled to participate in the TGM Partner Programme. Prerequisite for participation is the acceptance of the terms and conditions of Loevens OG and these conditions of participation, as well as the online activation of the partner programme by the partner. The latter registers the AffiliateID, which the partner can use to place orders. Participation in the TGM Partner Programme is free of charge and is not subject to any minimum acceptance or requirements or the like.

3. Commissions

The partner receives a one-off fee (commission) for the placement of an order by a client, which is credited to his customer account as soon as the order has been paid. The amount of the commission amounts to twenty per cent (20%) of the invoice amount paid by the customer before taxes and levies. The commission for a mediated order will only be credited to the partner if the order has been placed on the TGM Partner Programme portal of the TGM website stating the AffiliateID of the partner. Without AffiliateID no commission will be credited and cannot be claimed later. If the payment of an order is revoked (for example by cancellation of the order, cancellation of a collection order, insufficient account coverage, reversal of the payment, etc.) the commission credited will be cancelled.

4. Payment

Basically, commissions are used to cover open and future invoices. If a pay out of the credit is desired, the Partner, in writing by email, must announce this to TGM. Only amounts over fifty Euro (EUR 50.00) (€/EUR) will be paid out. The payment will be made within 21 days and only in Euro. An interest on the credit does not occur. Any money transaction charges (for example for foreign transfers) will be deducted. If the account number or bank details have not been correctly indicated in the case of a desired pay out, TGM is not obliged to make the payment to another account. A claim for payment of commissions, which could not be paid out due to wrong account information, does not exist. Claims arising from commissions, which exceed the conditions specified here, are excluded by mutual agreement.

5. Duties of the partner, legal violations

The Partner commits to the legitimate use of the Affiliate Programme. He must not violate applicable laws by means of his application, in particular against protection or competition and copyrights of third parties. The partner is also liable for claims for damages and other costs, which, by attaching links or spam, TGM/Loevens OG associate with violent representations, illegal content, sexually explicit content or the like. The partner is liable to TGM/Loevens OG.

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6. Agreement period / termination

The agreement between TGM and the partner begins as soon as the partner has registered online for the affiliate programme in the TGM Partner Programme portal and has accepted the conditions of participation. Both parties may terminate the agreement in writing either informally by E-Mail. Already received commissions are not affected by this and remain as a credit on the customer account or will be paid out at the request of the partner. After the agreement has been terminated, the partner account is blocked. Further orders stating the AffiliateID will not be considered afterwards (that means: no further commissions will be credited).

7. Availability

TGM operates in the Internet industry's usual effort to ensure that the ordering system remains available. Exceptions to this are interruptions, which are customary for necessary maintenance measures or which are the fault of third parties not affiliated with TGM. Should the system fail, TGM will make every effort to restore availability. The Affiliate acknowledges that in exceptional cases, transactions cannot be recorded or logged by the system. A claim against TGM does not exist from this.

8. Change of conditions of participation

Changes to these terms and conditions are possible at any time and their online publishing will be announced by e-mail to each partner with a notice period of two weeks. The new terms will be deemed accepted if no termination of the TGM partner programme partnership occurs within the deadline.

9. Data Protection

The General Data Protection Regulation (GDPR) is available at in German language at:

<https://www.tg-magazine.online/j/privacy>