

General Terms and Conditions for

Business Relationships between eurobuch.com and “Affiliates”

§ 1 Scope of applicability

The following General Terms and Conditions (GTC) apply to all transactions between mediantis Corp., Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801, U.S.A. (hereinafter, “eurobuch.com”), and those natural and/or legal persons who integrate eurobuch.com’s website www.eurobuch.com on their website pursuant to section 4 of these GTC (each hereinafter an “Affiliate”, with the legal relationships between eurobuch.com and the Affiliates being referred to hereinafter as the “Affiliate Programme”).

Any deviations from these GTC must be made in writing and require the signature of both eurobuch.com and the Affiliate(s).

eurobuch.com maintains the websites www.euro-book.co.uk / www.eurobuch.com, www.find-more-books.com and other sites in different languages. The main purpose of these websites is to search through the Affiliate's inventory on behalf of third parties for new, used, and antiquarian books and to return the search results to the third party.

§ 2 Conclusion of contract

Any operator of its own website can become an Affiliate and thus a participant in the Affiliate Programme. To do so, a link is placed on the Affiliate’s website (using advertising banners, book suggestion boxes, “magic” buttons, or the like) directing to the website www.eurobuch.com.

However, participation by direct competitors of eurobuch.com is precluded.

The contract between eurobuch.com and the Affiliate enters into effect with placement of the link to www.eurobuch.com on the Affiliate’s website. It is entered into for an indefinite period of time.

§ 3 Compensation

1. Commission

eurobuch.com will pay the Affiliate a commission for the successful brokering of contracts. This is calculated pursuant to the attached commission calculation (Appendix http://www.eurobuch.com/af_pr_en.pdf), with the commission calculation being based on net sales less shipping costs and plus value-added tax. eurobuch.com will open an affiliate account for each Affiliate to which the commissions are credited.

The maximum commission paid by eurobuch.com is EUR 30 per book/article (including value-added tax).

2. Exceptions

In a select few cases, orders that come about through a brokering of an Affiliate do not generate any Affiliate commission if the attached platform itself expressly precludes the forwarding of the commission for contracts brokered by eurobuch.com.

3. Due date of the commission

The commission is calculated by eurobuch.com on a quarterly basis. Disbursement is made not more than 40 days after the end of the quarter. A disbursement is made only if the net total of the earned commissions exceeds EUR 15 (excluding value-added tax). Otherwise, it remains credited to the affiliate account and will be added to the other commissions in the following quarters until it exceeds EUR 15 (net) and then disbursed 40 days after the end of the quarter.

A list of individual commission will be made available to the Affiliate online with each settlement of the affiliate account.

§ 4 Implementation

The Affiliate can integrate eurobuch.com into its own website in two ways.

1. Pre-configured advertising tools

The Affiliate can place banners, buttons, or the like on its own website that, when clicked on, open the eurobuch.com site in a new browser window. The various advertising tools can be downloaded in the affiliates area of eurobuch.com.

2. Integrated search

The Affiliate can also seamlessly integrate the book search on its website by using an XML-based interface. It is implemented by the Affiliate at its own expense. eurobuch.com will make corresponding documentation available in the affiliates area. eurobuch.com assumes no warranty or guarantee for the accuracy or completeness of this documentation in all technical environments.

Search results will then be forwarded to the Affiliate in the agreed form (XML or CSV).

As Affiliate, you will automatically receive a mention on eurobuch.com and, if desired, a link to your website. Cross-linkings underscore the mutual collaboration agreement and promote both websites.

§ 5 Termination

The Affiliate can terminate the Affiliate Programme at any time, effective at the end of a calendar month, by giving written notice, provided same is received by eurobuch.com not later than the 15th day of such calendar month in order for it to be effective by the end of the month. The same applies to termination with notice by eurobuch.com.

eurobuch.com is entitled to terminate without notice if it becomes apparent that the Affiliate's website infringes third-party rights or otherwise violates applicable law through unlawful content or where advertising tools specified by eurobuch.com have been changed without agreement.

eurobuch.com is likewise entitled to terminate without notice if an Affiliate acts as a direct competitor (operator or owner of a search or meta-search engine) or breaches one of the duties imposed on it under its contract with eurobuch.com or by these GTC.

§ 6 Agreement on place of jurisdiction

These GTC are subject to the law of the State of Delaware in the U.S.A.. Insofar as the Member is not a consumer within the meaning of applicable civil rights laws, Wilmington, DE is the exclusive place of jurisdiction for all legal disputes arising under or in connection with these GTC.

§ 7 Severability clause

If individual provisions of these GTC, including this arrangement, should be ineffective, either in whole or in part, or contain gaps, all other provisions or parts of such provisions remain in full force and effect. The ineffective or missing provisions are to be replaced by the respective statutory arrangements.

If rights are not asserted, this does not mean that they have been waived.