

Terms & Conditions

Last updated 21 Sep 2020

1. Applicability of Terms and Conditions

- 1.1. The current Terms and Conditions (the “Terms”, or “Terms and Conditions”) stipulate the principles and the procedure for legal relationships upon conducting transactions between AskRobin and the Affiliate arising when the Affiliate signs up as a service provider to AskRobin.
- 1.2. The current Terms and Conditions are applicable to the legal relationship established prior to and continuing on the date of entry into force of the Terms and Conditions.
- 1.3. AskRobin has the right to unilaterally amend the Terms and Conditions. AskRobin notifies the Affiliate of amendments to the Terms and Conditions either directly to the Affiliate’s e-mail, in the platform or on the AskRobin Site, no less than 2 (two) weeks before the respective amendments enter into force.
- 1.4. If the Affiliate does not agree with the amendments, he or she has the right to cancel the respective Agreement by notifying the AskRobin thereof in writing or in another manner accepted by AskRobin and fulfilling any and all his or her duties arising from the Terms.

2. Definitions

The following terms when used in this Agreement shall have the following meanings:

“**Affiliate**” is a company aggregating and redirecting Visitor contacts through electronic and online channels by placing a redirection link in its channels and displaying AskRobin advertising.

“**Affiliate Site**” is a website, social media site, e-mail, mobile application, or other electronic customer communication channel belonging to the Affiliate and into which AskRobin Advertisement has been placed.

“**AskRobin**” is an electronic and online platform service of promoting its Product to the users of its platform. The platform is operated by **Compare Finance OÜ**, a company incorporated under the laws of Estonia, registry code 14256559, VAT registration code EE101970026, legal address at Lõõtsa tn 2b, 11415 Tallinn, Estonia.

“**AskRobin Site**” means a website, application or other electronic user channel belonging to, or related to AskRobin and to which an AskRobin Advertisement is linked and leading.

“**Advertisement**” is a link, banner or other graphic display placed on Affiliate Site which is promoting AskRobin Site and redirecting Visitors from Affiliate Site to AskRobin Site when acted on (clicked).

“**Campaign**” is an Offer available to the Affiliate and which provides Affiliate-specific implementation terms (conversion point and price, tracking link, postback pixels, status, etc).

“**Insertion Order**” is a document defining the Affiliate-specific terms of a Campaign (including starting and ending dates, description of Lead, price per Lead, etc).

“**Lead**” means a conversion point, an event triggered by a Visitor after being redirected to AskRobin Site for which the Affiliate is entitled to receive a fee. Duplicate leads (more than one Lead per unique Visitor) will be counted as one Lead.

“**Offer**” is a Product generally available to be promoted by affiliates and described (in a Cake Offer card) by its content and technical parameters (targeted user profile, landing page, creatives, pixel definitions, permitted traffic sources and restrictions, etc).

“**Product**” is a financial profiling, comparison and lead generation service developed and offered through AskRobin Site.

“**Visitor**” means a person accessing the Affiliate Site and clicking on an Advertisement with a purpose of reaching the connected AskRobin Site and related services of AskRobin and its lending partners.

3. Service Conditions

- 3.1. The Affiliate is placing Advertisement(s) on the Affiliate Site as defined by the current Terms and Conditions and detailed in the Offer card of a Campaign.
- 3.2. Each Party must comply with the agreed requirements of a Campaign including any stipulations as to the nature and content of the Affiliate's web site and the use of third party or other Affiliates trademarks and logos.
- 3.3. AskRobin reserves the right to modify and replace the content of any Advertisement, without cause, giving notice by e-mail to the Affiliate. The Affiliate is obliged to replace the modified AskRobin Link within 48 hours of such notice from AskRobin.
- 3.4. AskRobin reserves the right to cancel or suspend any Advertisement or Campaign, without cause, giving notice by e-mail to Affiliate. The Affiliate is obliged to remove the cancelled or suspended AskRobin Link within 48 hours of such notice from AskRobin, after which the Leads will not be remunerated nor invoiced.
- 3.5. Any changes in the Affiliate-specific terms of a Campaign will be communicated to the Affiliate by AskRobin by e-mail not less than 48 hours in advance of such changes.

4. Reporting, Remuneration, and payments

- 4.1. AskRobin shall provide to the Affiliate an access to the reporting system in CAKE portal where they can review and download periodic tracking reports for a Campaign, including the number of Leads generated by the Advertisement(s).
- 4.2. Each Party has the right to examine the provided reports for errors, discrepancies, or inconsistencies. In the event of an error in the invoice then the corresponding Party should send a dispute within a 7 (seven) days.
- 4.3. AskRobin will remunerate the Affiliate for each Lead based on the month's tracking report data in accordance with rates, terms and conditions set in the current Terms and its appendices.
- 4.4. Invoices from the Affiliate to AskRobin shall be submitted by e-mail on a monthly basis, covering charges for the period 1st to end of previous month. Invoicing currency is Euro, payment term 30 (thirty) calendar days from the receipt of the invoice.

5. Rights and Obligations of the Parties

- 5.1. The Affiliate is solely responsible for the contents of Affiliate Site(s) and shall ensure that they always conform to all applicable laws and regulations.
- 5.2. The Affiliate warrants that it has the rights to publication of all information and productions on the Affiliate Site(s) and that the information and productions do not infringe any rights of third parties, including intellectual property rights, and that such information and productions are not offensive, prohibited or questionable in any way.
- 5.3. The Affiliate warrants and agrees to comply with requirements of applicable privacy and personal data protection laws whenever it collects or uses and processes data on individuals and not to use or disclose any of the Visitor information in violation of any applicable state, federal or local law, rule or regulation.
- 5.4. The Affiliate warrants and agrees not to use or disclose or distribute any of the information related to Visitor(s) and Lead(s) to any third party.
- 5.5. AskRobin is solely responsible for the contents of AskRobin Site(s) and shall ensure that they always conform to all applicable laws and regulations.
- 5.6. AskRobin warrants that it has the rights to publication of all information and productions on the Advertisement(s) published on the Affiliate Site(s) and that the information and productions do not infringe any rights of third parties, including intellectual property rights, and that such information and productions are not offensive, prohibited or questionable in any way.

6. Limitation of Liability

A Party shall not be held liable for costs and damages incurred by the other Party arising out of this Agreement unless caused directly by the negligence of the other Party in providing its service. A Party shall not be held liable for indirect or consequential damages and costs incurred by the other Party for any reason whatsoever.

7. Assignment of the Agreement

The Affiliate may not assign or pledge his rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of AskRobin. The Affiliate agrees that AskRobin may assign its rights and obligations under this Agreement and divulge or transfer information about the Affiliate Site to any third party.

8. Severability

If any provision of this Agreement or part thereof should to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary amendment of the Agreement in order to achieve the interests and objectives of the parties prevailing at the time of execution of the Agreement.

9. Applicable Law

This Agreement and the performance thereof shall be exclusively governed by and be construed and take effect in all respects in accordance with the laws of the EU and Estonia. Any action to arising hereunder will be brought in the Harju Maakohus, Tallinn, Estonia.