

# FREELETICS Affiliate Program

## Terms & Conditions

Freeletics GmbH (hereinafter “Freeletics”) is driven by the vision of helping everyone to reach their full potential, both physically and mentally, in order to become the best version of themselves. The Freeletics-Apps (Freeletics Training and Freeletics Nutrition) and the Freeletics Essentials sportswear, gear and nutrition products, offer the tools necessary to achieve this. Our focus is on effectiveness as well as motivation and we accompany our users, the so-called Free Athletes, intensively on their journey from the beginning. Freeletics distinguishes itself by its strong and motivating user community which supports and encourages each other online and offline.

If you are appointed as a Freeletics Affiliate (hereinafter also referred to as Affiliate or Partner) by and for Freeletics, you are entitled to promote Freeletics as a sports brand in the channels owned by you and help spread the word about Freeletics and motivate others with your content to begin their Freeletics journey.

As an Affiliate of Freeletics, you have the chance to earn money by getting people to subscribe to the Freeletics Coach or purchase Freeletics products. The following Freeletics Affiliate Program Terms and Conditions (referred to as “T&Cs”) sets the legal framework for the Freeletics Affiliate Program between Freeletics and you as an officially appointed Freeletics Affiliate. Freeletics shall not only act in its own name but as a duly representative of the companies affiliated with Freeletics GmbH.

## DEFINITIONS

**Affiliate:** Natural or legal person, that is officially appointed as an Affiliate by Freeletics GmbH and may therefore participate in the Freeletics Affiliate Program. In order to benefit from this Agreement, you must be an official Affiliate of Freeletics at all times.

**Affiliate Channels:** Channels owned by the Affiliate and used to promote Freeletics Products (e.g. Blog, Website, and Social Media Channels).

**Affiliate Content:** Content published by the Affiliate via Affiliate Channels in connection to this Agreement.

**Affiliate Link:** Both the unique referral link (“Affiliate referral link”), which is a tracking link you place in your Affiliate channels or on your site, and your personal discount code (“Affiliate discount code”), which can be shared by you and used by Customers to get discounts on Freeletics products.

**Affiliate Marks:** Affiliate logos, trademarks, trade names, and similar identifying material.

**Affiliate Tool:** Freeletics works with an Affiliate Tool that will be available to you upon your acceptance into the Freeletics Affiliate Program. In order to participate in the Freeletics Affiliate

Program, you need to create an account with the Affiliate Tool and have an active account throughout the Affiliate Program. For more information on the Privacy Policy click [here](#).

**Agreement:** These Freeletics Affiliate Program Terms & Conditions, as amended from time to time and all materials and documents referred or linked to in here, shall apply upon notification of your acceptance as a Freeletics Affiliate until terminated, pursuant to the terms set forth below.

**Brand Assets:** Freeletics shall provide you with the Company logo, product logo and, if applicable, further product information needed for you to promote Freeletics under this Agreement.

**Brand Guidelines:** Freeletics shall communicate to you the guidelines that you shall have to keep with regards to postings and usage of the Freeletics Assets (as changed from time to time).

**Commission:** Freeletics pays a performance commission fee to you as an Affiliate for authorized referrals that generate Purchases of the Products via your Affiliate Links.

**Customer:** Natural person, that accepted the “General Terms and Conditions of Business for using Freeletics” of Freeletics GmbH and purchased a Freeletics Product (as defined below) or purchases a physical product via the Freeletics Apparel GmbH webshop. Company Customers are excluded from this agreement.

**Freeletics Product or Product:** The following products shall be deemed as commissionable under this Agreement: all Freeletics products (Coach subscriptions for all Freeletics Apps including Freeletics Essentials products) sold by Freeletics GmbH or companies affiliated with Freeletics GmbH.

**Pay-Out Threshold:** Affiliate must generate a certain amount of revenue per month (as communicated by Freeletics in the Terms of Payment) to be eligible for commission payout.

**Purchase:** A purchase is defined as the conclusion of a contract over [www.shop.freeletics.com](http://www.shop.freeletics.com) or [www.freeletics.com](http://www.freeletics.com) between the Customer and Freeletics GmbH or any company affiliated with Freeletics GmbH due to §§ 15 AktG using the respective tracking link which can be traced back to an Affiliate.

# TERMS

## 1. CONDITIONS

1.1 Being a Freeletics Affiliate means that you are eligible to receive a monthly performance commission fee which is calculated based on the total revenue of generated Purchases that can be traced back to you through the Affiliate Links. You may either receive a commission based on the revenue generated, whereas you must generate the Pay-Out Threshold on a monthly basis in order to be eligible for pay-out or you may receive other benefits from Freeletics in case you do not meet the Pay-Out Threshold. The specific Terms of Payment (including the concrete commission fee and restrictions) will be communicated to you after we received and approved your application for the Affiliate Program.

1.2 Using the tracked “Affiliate referral link” is a prerequisite for the calculation of revenue as it links generated Purchases to you. You may also share the tracked “Affiliate discount code” with others to be rewarded for each purchase that was allocated to your particular discount code. Customers that are using the Affiliate discount code shall receive a discount on the purchased Product, in case of recurring Products for the first term only (exact discount varies depending on the specific campaign). Subsequent Product renewals will be charged at the regular price. Purchases made on Google Play or the iOS App Store cannot be discounted and do not count as Purchases. However, opposed to the referral link, the discount code is not meant to be used always but usage can be excluded by Freeletics. However, in contrast to the referral link, the discount code is not meant for permanent distribution and should only be shared at specified times designated by Freeletics.

1.3 Purchases generated by Customers through the Affiliate Links are tracked through the Affiliate Tool. Freeletics and the Affiliate Tool provider shall do their reasonable best to make sure that these Purchases are appropriately tracked. Freeletics shall not be liable for the data in the report being accurate.

1.4 Commission may be changed by Freeletics sole discretion at any time. You are solely responsible for determining if the Commission for an Affiliate Link you have placed on your website has changed or been discontinued.

1.5 Commission shall be paid out in Euros. The exchange rate by the bank or service upon transfer of the money shall be applied.

## 2. YOUR DUTIES

2.1 You commit to keeping the Freeletics Brand Guidelines with regards to your publications as a Freeletics Affiliate, which will be communicated to you after your acceptance to the Freeletics Affiliate Program. In case Freeletics communicates new Brand Guidelines to you, you will need to implement them within the then given timeline.

2.2 It is your own responsibility to ensure that the content published under this Agreement (including but not limited to the Affiliate Channels and promotional material) follows all applicable laws, regulations, authorities decisions, and the like relating to the protection of intellectual property, marketing of goods and services, unfair business practices, and any other similar field of regulation. It is your responsibility that no third-party rights, in particular personal rights, intellectual and industrial property rights (including copyright, trademark law, and competition law, etc.) are infringed.

2.3 You shall meet the terms of use and guidelines of the respective social media platforms and agree that the content published by you shall be marked as advertisement accordingly if needed.

2.4 You undertake not to disseminate any unlawful advertising, spam or false warnings of viruses, malfunctions and the like, or to request participation in unfair competitions, pyramid schemes, chain letters, pyramid games, and similar actions, or to promote gambling (without limitations), hate speeches or any kind of politically religious agendas and/or any known associations with hate, criminal and/or terrorist activities. Regardless of whether or not it constitutes a criminal offense, you agree that your Affiliate Channels, services, contents, or links included in your Affiliate Channels do not contain any material that in Freeletics sole discretion is considered of pornographic, sexual, violent, obscene, libelous, slanderous, racist, seditious, discriminatory, offensive and/or defamatory or fraudulent nature (hereinafter in total “Restricted Content”). In addition, your Affiliate channels may not display or link to other sites or channels that display Restricted Content.

2.5 You shall make sure to protect the Freeletics brand and therefore refrain from a) including Freeletics brand terms or trademarks (or variations or misspelling thereof) in your Affiliate Channel

names or keyword campaigns, b) copying or resembling the look and feel of Freeletics Channels or the Freeletics brand, c) leading customers to believe that you are a Freeletics Website, business or legal representative in any way, and d) including mechanisms that potentially enable diversions of commission from other affiliates in our program.

2.6 You undertake not to offer rebates, coupons, vouchers, or other forms of kickbacks from your Commission as an incentive.

2.7 You are solely responsible for your own Affiliate Channels and for the maintenance and information updates on your site.

### 3. EXCLUSIVITY

3.1 This Agreement does not create an exclusive agreement between you and Freeletics. Both parties will have the right to work with third parties and recommend similar products and services of third parties. But before signing and entering into a partnership with a direct competitor of Freeletics in the sports or fitness market (including sports clothes, activewear, sports gear, or nutrition supplements), you must inform Freeletics in writing or via email about the planned partnership at least 7 business days upfront. Partnerships that existed before the start of this Agreement are excluded from this regulation, but you must inform Freeletics upfront and proactively.

3.2 Partnerships with third parties shall in no way interfere with the Affiliate services carried out for Freeletics, especially when it comes to the dates of the services. On the day of the publication of the services within the framework of the Agreement, no further posting in the same channels are permitted. Other postings on all other social media platforms are permitted, provided that these are not in disproportionate numbers (more than three) and are either i) of non-promotional in nature, or ii) do not promote a Freeletics competitor.

3.3 The activities and material produced in the scope of this Agreement shall not include any promotion of other businesses.

3.4 In case Freeletics does not agree with the chosen Partners because those are not in line with the values of Freeletics, Freeletics shall have the right to terminate this Agreement in accordance with § 5.3.

### 4. INVOICING AND PAYMENT

4.1 Accrued Commission shall be paid based on the calculations of the Affiliate Tool. The only valid statistics used for determining Commissions will be those displayed in the Affiliate Tool, which can be accessed by the Affiliate. Freeletics will only reward successful Purchases that meet the Pay-Out Threshold and are not "restricted" due to the communicated Terms of Payment. If the minimum Pay-Out Threshold is not met, you shall receive other Benefits as communicated by Freeletics within the Terms of Payment.

4.2 Payments will be made by Freeletics within thirty (30) days after the end of the month.

4.3 The above-mentioned compensation is conclusive. Freeletics shall not pay any additional compensation for your services nor shall expenses be reimbursed. You are solely responsible for compliance with the tax obligations and/or obligations arising from this Agreement. You indemnify Freeletics against all damages and claims of third parties resulting from the violation of this provision by you.

4.4. In case this Agreement terminates, the regular rules of the Terms of Payment for the final payment shall apply.

## 5. TERM AND TERMINATION

5.1 This Agreement begins upon the date of the note of your acceptance as a Freeletics Affiliate and will end when terminated by one of the parties.

5.2 Each party may terminate this Agreement for any reason without penalty, by providing the other party written notice of termination which will be effective not later than 2 weeks after providing the Affiliate with such written notice. This Agreement shall be deemed as terminated if you are not appointed by Freeletics as an Affiliate or the appointment gets revoked. Written notice can be in the form of postal mail or email.

5.3 The right to extraordinary termination for good cause remains unaffected. The Agreement can be terminated extraordinarily when one party violates an essential provision of this Agreement and the other party is unreasonable to adhere to the Agreement. The same applies to other circumstances after which a further adherence to the Agreement is not reasonable. In particular

- a party fails to comply with this Agreement, despite being requested to do so in writing, by setting an appropriate deadline;
- a party violates the Confidentiality clause in § 9;
- a party violates the Exclusivity clause in § 3;
- insolvency proceedings have been instituted over the assets of one of the parties;
- you are not an Affiliate any longer;
- you culpably violate statutory provisions which are directly or indirectly relevant to the performance of this Agreement or violate morality and Freeletics cannot reasonably be expected to adhere to the Agreement as a result. The justified suspicion shall be sufficient;
- your Affiliate Channels contain Restricted Content.

5.4 If this Agreement is terminated because (a) you have violated the terms of this Agreement or (b) your Affiliate Channels contains any Restricted Content, you are not eligible to receive any commission payments, even for commissions earned prior to termination. Freeletics reserves the right to withhold payment for a reasonable time to ensure that the correct amount is paid. In case of all other reasons for termination of this Agreement, the regular rules of the Terms of Payment for the final payment shall apply.

5.5 Affiliate shall not be entitled to a Commission after the Agreement has terminated. The Affiliate Links shall not be valid after the Agreement has terminated.

5.56 In case you received any kind of documentation or material under this Agreement, you shall return it to Freeletics within 14 days after the termination of the Agreement.

## 6. INDEMNIFICATION AND LIMITED LIABILITY

6.1 Each party (the "Indemnifying Party") shall defend, hold harmless, and indemnify the other party and its subsidiaries, directors, officers, employees, (collectively, the "Indemnified Parties") at its own

expenses from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses and/or liabilities of any kind, (including reasonable attorneys' fees) threatened, filed, or made by any third party against the Indemnified Parties arising out of a breach or alleged breach of any warranty, representation or obligation made by the Indemnifying Party under this Agreement.

6.2 You shall hold Freeletics harmless against any third-party claims arising from any infringement of copyright, trademark or competition law, or other contractual obligations of the Affiliate under this Agreement. This applies in particular to the violation of the legally binding "marking" obligation as well as the use of Restricted Content. If you violate any provisions mentioned under § 2 or any third party presents any allegations or claims that pertain to information you place on your Affiliate Channels or promotional materials you use, you will indemnify and hold Freeletics harmless for any and all costs arising out of any such violations, allegations, or claims.

6.3 Neither party shall be liable for any special, incidental, consequential, nor punitive damage arising out of or related to this agreement, however caused and on any theory of liability including but not limited to negligence, even if such party has been advised of the possibility of such damages. Freeletics shall not be liable for any failure to perform or any delay in performing any obligation under this Agreement if such failure or delay is the result of any event or other cause beyond our reasonable control.

6.4 Any limitation of liability shall not apply to damages resulting from injury to life, body, or health due to a negligent breach of duty by one of the parties or an intentional or negligent breach of duty by a legal representative or vicarious agent of that party.

## 7. RIGHTS

7.1 Upon your acceptance as an Affiliate, Freeletics shall provide you with the Freeletics Brand Assets for the purpose of implementing this Agreement. For the duration of this Agreement, Freeletics grants you a limited, nonexclusive, revocable, non-transferable, non-assignable, right and license to a) link to the Freeletics Websites through Affiliate Links solely in accordance with the terms of this Agreement and (b) to use the provided Brand Assets for such purpose in connection with such links.

7.2 The Affiliate irrevocably grants Freeletics the transferable, sublicensable right to use published content under this Agreement for all commercial and/or non-commercial purposes, in particular, but not limited to marketing and general advertising purposes (paid and non-paid) as well as for publicity (PR) and illustration, worldwide and without time and content restriction in any media and on all transmission channels and for all types of use, whether known or unknown (i.e. in particular on websites, within apps, on video sites such as Youtube and on the radio, on social media and in print), including the right to edit, alter, copy, remodel, cut, synchronize, combine the recordings with other shots or recordings or transfer them to other formats including the reproduction, distribution, digitization, exhibition, performance, broadcasting, making available to the public and reproduction by image / sound / data carriers and stored in databases, even if they are accessible. Freeletics has the right to prohibit the publication of Content at all times.

7.3 You affirm that you have all the rights to videos, photos, and music necessary for the publication / use and that you do not use any third-party content without the consent of the copyright holder. The same applies to the persons depicted.

7.4 You authorize Freeletics to include your Affiliate Marks on the Freeletics Website in a listing of Partners who are participating in the Freeletics Affiliate Program at our sole discretion. You represent and warrant that you are the sole and exclusive owner of your Affiliate Marks and have the right and power to grant to us the license to use them in the manner described herein, and such grant does not

or will not breach, conflict with, or constitute a default under any agreement or other instrument applicable to you; or infringe upon any trademark, trade name, service mark, copyright, or other proprietary rights of any other person or entity. Freeletics shall remove the Affiliate Marks from the Website upon the effective date of the expiration or termination of this Agreement.

7.5 Freeletics reserves the right, at any time, to monitor and review your placement of the Affiliate Links, and in case of disapproval, require that you change the placement of the Affiliate Links or ask you to comply with our Brand Guidelines. In case of non-compliance of your Affiliate Channels and Affiliate Links with this Agreement or our Brand Guidelines, Freeletics may remove such content from the Freeletics Affiliate Program or terminate this Agreement in accordance with the rules mentioned below, if you fail to make appropriate changes to your Affiliate Channels within a given reasonable period of time.

7.6 Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

7.7 You ensure that every action taken under this Agreement is in line with and supports the values of Freeletics, is beneficial to the goals of Freeletics, and does not portray Freeletics in a negative light.

## 8. CHANGES TO THE AGREEMENT

Freeletics hereby reserves the right to modify, adjust, or terminate this Agreement with effect for the future for any reasons at any time. Freeletics shall advise the Affiliate of the changes by email. If the Affiliate does not object to the validity of the new Freeletics Affiliate Program Terms & Conditions within two weeks after receipt of the changes, the new Freeletics Affiliate Program Terms & Conditions will be deemed to be accepted by you. At the moment you object to the changes, you shall no longer be part of the Freeletics Affiliate Program. Regarding Payments, § 4.4 of these Terms and Conditions shall apply.

## 9. MISCELLANEOUS

9.1 You undertake, for an indefinite period of time, to treat all confidential information disclosed in connection with the execution of this Agreement as strictly confidential and not to disclose or otherwise use it in relation to any third party. Confidential, in particular, shall be understood to mean the information concerning the content of this Agreement, the execution and enforcement of this Agreement and all information disclosed in connection with this Agreement. Each party is obliged to consult the other party if there is any doubt as to whether information should be treated as confidential in the specific case. The confidentiality obligation continues after the end of the Agreement.

As Confidential Information shall not be regarded such information of which you can demonstrate that:

- you had received such information from a third party who was entitled to disclose this information without restriction;
- is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on its part;
- that the Confidential Information has been independently gained without infringement of a duty of confidentiality.

Companies affiliated with Freeletics GmbH according to § 15 ff AktG shall not be deemed as third parties.

9.2 The Affiliate is not entitled to transfer rights and/or obligations arising from this Agreement to third parties without the prior consent of Freeletics.

9.3 Each party will at all times be deemed to be an independent contractor of the other, and nothing in this Agreement will be deemed or construed to create any partnership, joint venture, employment, agency or similar relationship.

9.4 The Affiliate is only entitled to offsetting against Freeletics, provided that these are undisputed or legally enforceable claims.

9.5 Should one or more provisions of this Agreement be or become ineffective or impracticable, this shall not affect the validity of the remaining provisions. The ineffective and unenforceable provisions shall be replaced by those effective provisions which come closest to the economic intentions of the parties. The same applies to contract gaps.

9.6 The exclusive application of German law is agreed, jurisdiction for all disputes arising from or in connection with this Agreement is Munich, Germany.

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