

Terms & Conditions

By participating in the Smoobu Ambassador Program ("Program"), you ("Ambassador," "Referrer," or "Participant") agree to the following Terms and Conditions ("Terms"). Please read them carefully before joining.

1. Overview of the Program

The Smoobu Ambassador Program allows eligible participants to earn rewards for referring new users to Smoobu. Participants may earn a commission in the form of discounts on Smoobu services for both themselves and the referred users. Additionally, ambassadors will receive their referral rewards through PayPal via the Cello platform.

2. Eligibility

To participate in the Program, you must:

- Be a registered Smoobu user or create an account with Smoobu.
- Be at least 18 years old or of legal age in your jurisdiction.
- Not be an employee or affiliate of Smoobu or any of its subsidiaries.
- Agree to these Terms and Conditions, including those outlined in Annex 1.

3. Referral Rewards

- **For Referrer (Ambassador):** When you refer a new user ("Referred User") to Smoobu, you will earn a 10% commission on the Referred User's first successful payment for a paid Smoobu service, subject to the type of subscription they choose.
- **Reward cap:** Each Referrer, may earn up to a maximum of €100 in rewards through this Program for each user they refer. Once the cap per user is reached, no further rewards will be granted to the Participant.
- **For Referred User:** The Referred User will receive the same discount structure depending on their chosen subscription plan:
 - **Monthly Subscription:** 10% discount on the monthly subscription fee during the first year of the subscription.

- **1-Year Subscription:** an additional 10% discount on the yearly subscription fee during the first year of the subscription (applied to the already discounted fee for the 1-year plan).
- **2-Year Subscription:** an additional 10% discount on the yearly subscription fee during the first year of the subscription (applied to the already discounted fee for the 2-year plan).

4. Referral Process

- **How It Works:** To refer someone, you must share your unique referral link provided by Smoobu. Referred Users must click this link and sign up for a new Smoobu account using the provided referral code.
- **Eligibility of Referrals:** Referrals are only valid if the Referred User has not previously signed up for a Smoobu account and has not been a previous Smoobu customer.
- **Referral Verification:** Smoobu reserves the right to verify and approve each referral and to reject any that do not meet the Program's criteria or are deemed fraudulent. The verification process is concluded by Smoobu in its sole discretion.
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5. Payment Process & Reward Distribution

- **Platform for Tracking and Payment:** All rewards earned through the Program will be tracked and managed via the Cello platform. Payments for your earned rewards will be processed and sent to your PayPal account linked to your Cello account.
- **Reward Payment:** Your rewards will be processed for payment via PayPal. Payments are typically processed on a monthly basis, but timing may vary.
- **Reward Cap:** Each Referrer is limited to earning a maximum reward of €100 through the Program per referred user. Once this limit is reached, no additional rewards can be earned.

Smoobu reserves the right to terminate or suspend the Program or your participation in it at any time, for any reason, including if:

- You violate these Terms and Conditions which includes Annex 1.
- Your account is found to be fraudulent or manipulated in any way.
- The Program is terminated or modified at Smoobu's discretion.

7. Program Modifications

Smoobu reserves the right to amend, modify, or cancel the Program at any time. If any changes are made, they will be communicated to participants via email or updated on the official Smoobu website. Continued participation in the Program after such changes are posted constitutes your acceptance of the revised terms.

8. No Transfer of Rewards

Rewards earned through this Program are non-transferable and cannot be redeemed for cash or any other form of payment other than via the PayPal account through Cello.

9. Taxes

Participants are responsible for reporting and paying any applicable taxes on the rewards they earn through the Program, in accordance with the laws of their jurisdiction.

10. Liability and Disclaimers

- **No Guarantee of Earnings:** Participation in the Program does not guarantee any specific earnings or rewards, as these depend on the actions and successful payments of referred users.
- **Limitations of Liability:** Smoobu is not liable for any indirect, special, or consequential damages arising out of your participation in the Program.

11. Privacy and Data Protection

By participating in the Program, you acknowledge the collection and use of your data in accordance with Smoobu's [Privacy Policy](#). This includes the sharing of your referral activity for purposes of processing your rewards.

12. Governing Law

These Terms and Conditions are governed by and constructed in accordance with the laws of the Federal Republic of Germany, the Courts of Berlin have jurisdiction. , without regard to its conflict of law principles.

Annex 1 of Terms and Conditions

Dos of Marketing Activities:

Uphold Smoobu Brand Standards

Ambassadors should always maintain the integrity and aesthetics of the Smoobu brand. This includes using logos, colors, and messaging in a manner that is consistent with the brand's guidelines.

Use Approved Promotional Materials

Ambassadors should use pre-approved promotional materials such as banners, images, text links, and videos. It is not allowed to use it in any edited form and make any changes to it. This ensures that all materials meet Smoobu's corporate identity's quality and branding standards.

Disclosure of Affiliate Status

Ambassadors should disclose their relationship with Smoobu in their promotions, as required by law (e.g., FTC guidelines in the USA, UWG in Germany). Their message must make it obvious that they have a financially compensated relationship with Smoobu.

Don'ts of Marketing Activities:

Use of Unapproved Materials

Usage of any promotional materials, including ad copies, banners, and images, that have not been pre-approved by Smoobu is prohibited.

Misleading Claims

Ambassadors are prohibited from making false or misleading claims about Smoobus' products or services. This includes exaggerations that could potentially mislead consumers about the benefits or features of Smoobu.

Negative Marketing

The use of negative marketing tactics that involve disparaging competitors or their products is forbidden.

Incorrect Use of Content Types

Publisher websites must not contain or be associated with the following content types:

- Domain names containing "Smoobu" in any form (including misspellings).
- Account names containing "Smoobu" in any form, especially in advertising services such as Twitter or Google.
- Use of cookies is allowed only with official, clearly identified Smoobu marketing materials, visible to the user, and must be generated voluntarily by the user with an intentional click.
- Websites under construction.
- Content violating criminal law or third-party rights.
- Offensive, pornographic, or racist content.

Paid Search Restrictions

The following keywords are prohibited in search engines or similar services:

- Trademarks (e.g., "Smoobu"), misspellings, and similar confusing terms.
- Third-party brand names or word combinations with Smoobu terms (e.g., "Smoobu vacation").

Non-Compliant SEO Techniques

Ambassadors are strictly prohibited from using any form of black hat SEO practices. These are manipulative and unethical techniques designed to artificially inflate search engine rankings, often in violation of search engine guidelines. Using black hat SEO can lead to penalties or even bans from search engines, which can severely damage both the ambassador's and Smoobu's online reputation.

Spamming Activities

Any form of spamming, which includes unsolicited mass emailing and repetitive, irrelevant postings on social media platforms is forbidden.

Inappropriate Content Use

Ambassadors should not use offensive or inappropriate content in their marketing activities. This includes avoiding any content that could be considered derogatory, explicit, or culturally insensitive. The same is applicable for any banner on or other marketing activities with websites or elsewhere that contains or is connected to racist, violence-glorifying or otherwise discriminatory material.

Unauthorized Data Usage

The collection, sharing, or use of consumer data without explicit consent is prohibited.

Loyalty and discount websites

Ambassadors should not promote Smoobu on any cashback and loyalty sites, or promo codes website.