



AFFILIATE STANDARD TERMS AND CONDITIONS OF BUSINESS

Valeteers Ltd reserves the right to amend and update these Terms and Conditions at any time giving notice of when changed terms are posted on the Valeteers website via the Affiliate Control Area or in an email/newsletter.

1. Commencement and Termination.

This Agreement shall come into force upon your acceptance as an Affiliate and shall remain in effect until terminated.

The Affiliate is entitled to terminate this Agreement with immediate effect at any time. The Affiliate must cease to use the service immediately upon the termination of this Agreement and delete all links to Linked Websites and, for the avoidance of doubt; the Affiliate shall not be entitled to receive any Commission on any Referrals made after the termination date.

Valeteers is entitled to terminate this Agreement and/or suspend the Affiliate from Valeteers service or from a certain Merchants Affiliate Program at any time, giving reasonable notice where possible.

The Affiliate shall acquire no rights following the termination of this Agreement to use Intellectual Property Rights of Valeteers or the Merchants including domain names or any text, or images, banners or any other works created by or for Valeteers or the Merchants.

2. Payment.

2.1 Payment Models

Valeteers will make payments to all affiliates under one of two payment models:-

a) Standard Model (Default)

Valeteers undertakes to make payments to affiliates on this payment model 6 weeks after the end of the month in which they have made a sale or action that would result in being paid.

b) Payment On Request

Once an affiliate has been paid by Valeteers twice, they move on to this payment model provided they have chosen to be paid by PayPal. Affiliates on this payment model may request payment at any time for all validated sales made to the date at which you request payment. Once a request for payment has been made Valeteers undertakes to process a PayPal payment within five days.

2.2 General

Payment is only made to Affiliates in the UK that have a minimum balance of £25 (twenty-five pounds) in their account or joint accounts. All Affiliates outside of the UK have to reach a minimum balance of £50 (fifty pounds) in their account or joint accounts before payment is made.



Affiliates will receive payment for any action that is payable as set out by each Valeteers. In the event of a system problem with our site that you have not had prior warning about it will be up to the sole discretion of Valeteers as to what compensation if any is to be paid. No compensation will be made for clicks or sales from the time Valeteers has made due notice of the problem in it's Affiliate Control Area.

Valeteers will provide the Affiliate with a detailed real time reporting system showing commission that is pending, approved or void. The Affiliate agrees to regularly check his reports to ensure that the commission shown is correct. Valeteers accept no responsibility for any errors or omissions and their consequential implications which are not notified to us in writing within a 4 week period. This four week period begins on the day that the sale/action which generates the commission took place. The exception to this is where the affiliate program operates on a batch reporting system and not in real time. Where that is the case, the four week period begins when the batch report which includes the day that the sale/action generating the commission took place is uploaded by Valeteers. While Valeteers will do everything we can to correct any errors or omissions which may occur, we will not be liable for any of these which are not brought to our attention within the 4 week period as detailed above.

In the event of any Affiliate fraud, all transactions in the Affiliates account will be reversed. In addition Valeteers may recover any payments made before fraud has been detected. We also reserve the right to take legal or criminal action against the companies and individuals involved.

Nothing in this Agreement shall create or be deemed to create, a partnership or relationship of employer and employee between Valeteers and the Affiliate.

The Affiliate is responsible for the payment of all tax and national insurance payable on any payments made to him/her by Valeteers.

3. Sub-Licences.

Valeteers grants to You a revocable, non-transferable, royalty free, international sublicense to display and Link to our Web site or Web site content, and all trademarks, service marks, trade names, and/or copyrighted material ("Content"), from each of Your Web Sites and/or subscription e-mail for the limited purposes of Promoting the Advertiser's Program and subject to the terms and conditions of this Agreement. The foregoing rights are sub-licensable by You to Your Sub-Publishers only if authorised by written permission. Your/Your Sub-Publisher's sub-license is conditioned upon You/Your Sub-Publishers'(as the case may be): (a) not otherwise copying nor modifying, in any way, any icons, buttons, banners, graphics files or Content that is made available to You through the Network Service pursuant to the such sublicense; and (b) not removing or altering any copyright or trademark notices.

You grant to Valeteers a revocable, non-transferable, royalty free, international license to display on and distribute from Valeteers Web site Content that You provide to Valeteers through the Network



Service for the limited purposes of promoting You, subject to the terms and conditions of this Agreement. The right to display such Content sub-licensable by Valeteers, for the limited purpose of advertising that You are a member of our Program. We will not distribute and/or sublicense Your Content unless authorized by Your written permission. Valeteers and sub-licensees shall not otherwise copy nor modify, in any way, any Content that You have made available through the Network Service pursuant to the foregoing license. Valeteers and the sub-licensees may not remove or alter any copyright or trademark notices.

4. Indemnification.

The Affiliate shall keep Valeteers indemnified against any claims for damages or other claims for compensation arising from the contents of the Affiliate's website or any incorrect information given to Valeteers by the Affiliate. The Affiliate shall also compensate Valeteers for any other damages or costs caused by the Affiliate's improper, negligent or unauthorised use of Valeteers service and technical problems or loss of data caused by the Affiliate on Valeteers website or on any website to which the Affiliate is linked by Valeteers.

5. Liability - System failure, viruses, damages, downtime.

Valeteers shall not be liable to the Affiliate for defects in the service, interruptions in the accessibility to the service, infringements on data or loss of data on the information handling system, defects in the security system or viruses or other harmful software components, loss of profits, contracts, loss of reputation, loss caused by any third party deleting, removing, deactivating or tampering with the Affiliate Tracking Service or other indirect or consequential loss whether arising from negligence, breach of contract or whatsoever.

6. Liability.

Valeteers cannot guarantee or warrant the performance of Valeteers service or the links to any linked websites. Valeteers shall not be liable for any error in the implementation of the links on the Affiliate's website or for the specified function of the links.

7. Legal Content and Approval.

The Affiliate is solely responsible for his/her website and all its contents and shall ensure that they conform at all times to all applicable laws and regulations. If the Affiliate is based outside of the United Kingdom then they must also undertake to ensure their website is compliant with the laws of the United Kingdom.

The Affiliate shall not use his/her links with any website/service that is not registered with or notified Valeteers.

8. Artificial Traffic.

The Affiliate must not in any way generate or contribute to generating Artificial Traffic to Linked Websites.



The Affiliate should not use any means of artificial traffic to gain sales commission, this includes the use of software or products that alter fellow Affiliates link codes or intercept click through traffic from the affiliate to the merchant's site.

The Affiliate may not use links to Merchants via Valeteers in software programs without first submitting a full copy of the software for review by Valeteers - Technical Department. If a program is accepted to promote Merchants via Valeteers you must also notify Valeteers of any major changes to the way the program is used. Programs that may not be acceptable include any program that perform functions such as reporting back user activity, displaying adverts over or on sites that belong our Merchants or competitors of our Merchants, and programs that interfere with other Affiliates websites in any fashion. If you are in any doubt please contact us so we may audit your program before you join Valeteers. Any Affiliates using programs to promote merchants at Valeteers should be aware that they could be removed from any or all merchants, not excluding Valeteers fully, without notice.

9. Copyright / Intellectual Property.

Valeteers owns all copyrights, trademarks, intellectual property rights, know-how or any other rights connected to the service or software necessary for the service. The Affiliate does not acquire any rights or licences whatsoever under this Agreement other than to use links to Linked Websites on the terms of this Agreement.

10. Affiliates Information e.g. email, performance statistics.

The Affiliate consents to the publication of the Affiliate's name and web address etc on the Valeteers website and to Valeteers sending newsletters etc to the Affiliate's e-mail address and using the information given by the Affiliate for marketing purposes. The Affiliate confirms that in order to enable Valeteers to improve and/or to promote or market the service, Valeteers may produce statistics or summaries relating to the use of the service.

Valeteers may contact the Affiliate by email, telephone or post for feedback relating to the service including any ways in which it might be improved both for the network and for the individual Affiliate.

11. Legal Age.

The Affiliate confirms to Valeteers that the Affiliate is not a private individual less than 18 years of age. If you are under 18 years old and would like to become an affiliate, you must get a parent or guardian to sign-up on your behalf.

12. Applicable Law.

Valeteers shall not be liable for the legality of Valeteers service in countries other than the United Kingdom. The Affiliate is solely responsible for the legality of the use of the service if the Affiliate is



registered to Valeteers service from a country other than the United Kingdom or if the Affiliate's website is on a server in a country other than the United Kingdom.

This Agreement is subject to the laws of England & Wales and shall be subject to the non-exclusive jurisdiction of the English courts.

If any dispute arises out of this Agreement the Parties will attempt to settle it by a mediation procedure as the parties may agree in writing.