

affilinet's Publisher Terms of Business

Please read these terms and conditions ("Terms of Business") carefully. By registering with Affilinet Limited ("affilinet") as a Publisher and/or using any of affilinet's services offered to affilinet's Publishers (as defined below), you are deemed to have read and accepted these Terms of Business.

Introduction

affilinet offers you (the "**Publisher**") the opportunity to register with its website service at affili.net (the "**Platform**"). The Platform allows the Publisher to offer businesses seeking online advertisers (the "**Advertisers**" (as further defined below)) the opportunity to advertise on the Publisher's website (the "**Publisher Website**") via a placed hyperlink on the Publisher Website or by other approved means such as promotional email which will direct traffic to an internet URL destination specified by the Advertiser (the "**Advertiser Website**"). The Publisher will be rewarded financially for each validated click, lead and/or sale originating from the Publisher's Website or promotional emails in accordance with these Terms of Business.

Access to the Platform and participation in a Program (as defined below) is subject to these Terms of Business. In the event of any conflict between these Terms of Business and any Program Rules (as defined below) or any other terms these Terms of Business shall prevail.

These Terms of Business also stipulate the duties of the Publisher towards the Advertiser.

1. Definitions

1.1 In these Terms of Business, the following terms shall have the following meanings, unless the requires otherwise:

Account: an individual context account assigned to the Publisher by affilinet following the Publisher's registration on the Platform. The Fees generated by the Publisher through its participation in Programs are credited to this Account. An Account will be created after the Publisher has successfully completed the Platform registration process by entering the relevant data, including the name of the Publisher's main Internet domain, the relevant contents and category of the Publisher Website;

Advert: a promotional message which may be a webpage banner, graphic files, logo or text format, or a promotional email to be displayed either on a Publisher Website or in a promotional email in accordance with the Program Rules and which in whatever format contain a Hyperlink;

Advertiser: the individuals, partnerships, companies and other legal entities registered to use the Platform and who desire the Publisher's to advertise for them via their Program;

Advertiser Website: the Internet websites owned and/or operated by Advertisers operating at a specifically designated URLs;

Fee: subject to the limitations in Clauses 5 and 6, the rate of commission payable to the Publisher to be calculated according to the number of Valid Transactions as determined by affilinet and the Advertiser in accordance with the Program Contract and the remuneration rates published at the time of the Valid Transaction;

Hyperlink: an element in an Advert which references another website by means of a hypertext link that forwards a User from that Advert to a designated website when clicked upon;

Pay-Per-Click: the Publisher is paid a fixed Fee for each Valid Click the Publisher generates by forwarding a User from an Advert to an Advertiser Website via a Hyperlink. Where a "**Valid Click**" is a deliberate and voluntary click on a Hyperlink in accordance with these Terms of Business that directs the User to an Advertiser Website. Clicks from the same User that are repeated or follow each other quickly – even on different Hyperlinks - are not Valid and are disregarded.

Pay-Per-Lead: the Publisher is paid a fixed Fee for each Valid Lead the Publisher generates when a User performs a prescribed action following their click on an Advert. Where "**Valid Lead**" means a deliberate and voluntary specific action (as may be further defined in the applicable Program Rules) and carried out by a User on an Advertiser Website following a Valid Click. Valid Leads are determined in the same way as Valid Clicks;

Pay-Per-Sale: the Publisher is paid an agreed Fee for each Valid Sale the Publisher generates from an introduction via a Publisher's Advert when a User purchases certain goods, services or products from the Advertiser Website. Where "**Valid Sale**" means a voluntary and deliberate purchase of a product, or the ordering of a service (in each case whether free of charge or for a price or fee), by a User from an Advertiser Website, following a Valid Click. Valid Sales are determined in the same way as Valid Clicks;

Program: the Advertiser's program offered via the Platform under which the Publisher includes an Advert on the Publisher Website or in promotional email to link to the Advertiser Website and under which the Publisher will be rewarded by the Advertiser with a prescribed Fee;

Program Contract: the agreement between affilinet and the Publisher in respect of the Publisher's participation in a Program the terms and conditions of which shall constitute these Terms of Business and any applicable Program Rules;

Program Rules: additional terms and conditions associated with a particular Program, which together with these Terms of Business forms the Program Contract and bind the Publisher;

Publisher Website: the Internet website(s) owned and/or operated by the Publisher that the Publisher registers on its Account from time to time;

User: any natural person who accesses the Advertiser Website by voluntarily and deliberately responding to an Advert on the Publisher Website or in a promotional email; and

Valid Transaction: any one or combination of a Valid Click, Valid Lead or Valid Sale as specified above and may be further defined in the Program Rules and "**Valid**" shall be construed accordingly and in accordance with the relevant Program Contract.

1.2 In these Terms of Business, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to:
 - (i) any party includes its successors in title and permitted assigns;
 - (ii) to clauses and annexes of these Terms of Business and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or annex in which they appear;
- (c) the headings are for convenience only and shall not affect the interpretation of these Terms of Business.

2. Signing on to the affilinet Platform

2.1 affilinet shall use reasonable endeavours to make the Platform available at all times and to ensure it contains updated Program and Advertiser information. Affilinet makes no warranty or representation that the provision of the Platform and information thereon will be without interruption and error free.

2.2 To sign up to the Platform the Publisher must complete the online sign-up form at affilinet.net and submit this via the Platform to affilinet. In doing so the Publisher warrants that, it has full power and authority to enter into these Terms of Business and, in the case of an individual, they are 18 years old or older.

2.3 The Publisher warrants to affilinet that the details and personal information it provides to affilinet are complete and accurate. The Publisher warrants that it will not enter mis-leading or fictional personal data when it registers for any affilinet Accounts. The Publisher shall keep its registration data and information relating to the Account secure and up-to-date at all times. Further, the Publisher warrants that its performance of the obligations in any Program Contract will not infringe the intellectual property rights of any third party.

- 2.4 The Publisher must ensure that any web pages on a Publisher Website:
- (a) do not simply act as a redirect and automatically redirect the User to a URL that is different from the URL(s) they have registered with affilinet; and
 - (b) are available in the permitted languages specified by affilinet and/or a relevant Advertiser; where the Publisher Website partly contains languages other than the permitted languages, the Publisher may use the Platform, provided always that:
 - (i) the Publisher Website can be accessed in a permitted language; and
 - (ii) the Hyperlink and associated information shall remain at all times in a permitted language and is only placed on the Publisher Website or promotional email in a permitted language.

The permitted languages currently acceptable to affilinet are: English, French, German, Spanish and Polish. Affilinet reserves the right to change these from time to time.

- 2.5 affilinet will confirm that an application for an Account has been received by sending an email to the Publisher containing certain access data and logon information. This email only means that the Publisher has an opportunity to apply to join active Programs. If the Publisher submits an application to participate in a Program, Advertisers are under no obligation to accept such an application.

3. Binding Participation in a Program

- 3.1 affilinet shall post details of Advertisers and their associated Programs together with the Program Rules associated with each Program on the Platform. Once affilinet has provided the confirmation set out in Clause 2.5, the Publisher can access the Platform and search for active Programs it may apply to participate in.
- 3.2 The Program Rules together with these Terms of Business set out the rules applicable to and the Fees payable to the Publisher and its participation in a Program.
- 3.3 Any application made by the Publisher to participate in a Program will also be a confirmation of its acceptance of the relevant Program Rules.
- 3.4 Advertisers will accept or reject a Publisher's application to participate in any Program. The Publisher will be notified of either its rejection or its acceptance for each Program.
- 3.5 Advertisers and affilinet are under no obligation to accept an application to participate in any Program and are entitled to reject such offers to participate at their discretion at any time and without giving a reason. The Publisher will not be entitled to make any claim against the Advertiser or affilinet as a result.

4. Program participation

- 4.1 Upon acceptance to a Program, the Publisher will be entitled, but not obliged, to participate in that Program.
- 4.2 affilinet will make available to the Publisher the Advert(s) needed to participate in a Program. The Publisher may not change, edit or amend the HTML code, cookie, appearance, look and feel or any aspect of the Advert. Adverts may only be used by the Publisher on the Publisher Website and for the sole purpose of the Publisher's participation in the relevant Program. The disclosure by the Publisher to third parties of such Advert materials or information is not permitted.
- 4.3 For each Program it participates in, the Publisher shall place the relevant Advert as supplied by affilinet on the Publisher Website or in promotional emails (where permitted) at all times in accordance with the Program Contract. The Publisher shall ensure that, within the bounds of the technical limitations, Adverts and promotional emails (where permitted) are structured and presented in such a way that Valid Transactions are maximised.

- 4.4 The Publisher is solely responsible for placing (and if applicable removing) any Advert including determining the suitability of the website it is placed on and where on the page it is placed. The Publisher is also responsible for verifying the web pages, the Hyperlink and their suitability. affilinet is not responsible for any content at the Advertiser's Website.
- 4.5 During the course of any Program an Advertiser may alter, end or replace its Adverts or vary the Program Rules and upon notification of such changes the Publisher shall accordingly make amendments to the Adverts it uses as soon as practicable.
- 5. Remuneration**
- 5.1 The Publisher shall be remunerated solely for Valid Transactions. There will be no general fee paid to the Publisher simply for participating in a Program. Subject to Clauses 5 and 6, the Publisher shall be paid Fees on a monthly basis in respect of the Valid Transactions it generates as tracked, logged and verified by affilinet using the affilinet transaction system and upon confirmation from the Advertiser. affilinet makes no warranty or representation in respect of the level of Fees that a Publisher may earn from participation in a Program or from its use of the Platform.
- 5.2 Remuneration details relevant to each Program and Valid Transaction shall be set out in the relevant Program Rules. The relevant Program Rules sets out the Fees and definitions of calculation mechanisms and Valid Transactions for each Program.
- 5.3 THE PUBLISHER ONLY HAS A RIGHT TO REMUNERATION FOR CLICKS, LEADS, OR SALES GENERATED THAT ARE HELD TO BE VALID, IN ACCORDANCE WITH THESE TERMS OF BUSINESS AND ANY APPLICABLE PROGRAM RULES.
- 5.4 No payment will be made to the Publisher for any clicks, leads or sales transactions ("**Transactions**") generated automatically via technical devices (for example through click generators or robots) or initiated through force or deception or generated other than by User's own free will or voluntarily action (unless specifically permitted by the Program Rules).
- 5.5 No payment will be made to the Publisher for any Transactions generated by the Publisher that result in fraud or in an unreasonable or unusually high rate of returns or chargebacks or refunds, at its discretion, affilinet can deduct relevant Fees paid from the Publisher's Account or determine not to credit the Publisher's Account in such circumstances.
- 5.6 The Publisher shall not cause any Transactions to be made that are not in good faith (as determined by affilinet) for example, in addition those examples set out in Clause 5.4, the use of devices, misleading buttons, programs, robots, hidden frames, redirects and automatic selecting links which force clicks or inadvertently or artificially route traffic to the Advertiser. In addition, the Publisher shall not use any form of incentive or reward (e.g. click here for a free SMS or free entry into a game of chance) coupled or associated with a Transaction to obtain a Valid Transaction or promote any scheme or arrangement whereby third parties are encouraged to make or rewarded for making Valid Transactions unless permitted in the Program Rules.
- 5.7 All Valid Clicks will be credited to the Publisher's Account following daily verification by the Advertiser to affilinet.
- 5.8 All Valid Leads and Valid Sales will be credited to the Publisher's Account once the relevant criteria set out in the Program Rules have been fulfilled (if there are any), and following verification by the Advertiser to affilinet. VERIFICATION CAN TAKE UP TO 60 DAYS FROM THE DATE THAT THE RELEVANT LEAD OR SALE WAS RECORDED.
- 5.9 Neither credit to the Publisher's Account nor subsequent payment to the Publisher implies the recorded transactions are Valid Transactions.

6. Payment method

- 6.1 affilinet will create a monthly report of all Fee credits made to the Publisher's Account. The Publisher will be informed by email on the first day of each month of the value of the probable payment for the previous month, based on the Fee credits made prior to that date to the Publisher's Account. Subject to Clause 10.4, affilinet will make the payment to the Publisher by the 15th day of the month following the month in which a Transaction was validated, provided the Fee payment for the reporting month that is to be paid for totals at least £50 net. If the net amount is less than £50, affilinet will not credit the Publisher until the month in which the Publisher's cumulated Fee credits reach a total of at least £50 net.
- 6.2 For each Fee remittance made to the Publisher affilinet will provide a suitable payment notice in accordance with the provisions of UK tax legislation. No interest is payable on any amounts credited in the Publisher's Account whether such sums are paid to the Publisher on time or otherwise in accordance with Clause 6.5.
- 6.3 If a Transaction was generated as a result of a manipulation or deception or a contravention of the Program Contract, or for some other reason it transpires a Transaction is finally determined as not being Valid, affilinet is entitled to deduct the Fee paid for such Transaction from the Publisher's Account within a period of 12 weeks after any payment has been made. Alternatively affilinet may request the Publisher to return the amount paid upon which the Publisher shall return the sum requested.
- 6.4 Even after the period set out in Clause 6.3 has ended, affilinet reserves the right to request the repayment of any Fee paid to the Publisher, if the Advertiser or affilinet can show beyond reasonable doubt that the Fee paid was not paid for a Valid Transaction. If so requested at any time, the Publisher shall make such repayment as soon as is reasonable. affilinet reserves a right of set off against any Fee credit owing or due to a Publisher Account.
- 6.5 affilinet will require each Advertiser to ensure that its account balances are sufficient to cover all anticipated remuneration due to all Publishers participating in their Programs in any month. Affilinet will not pay Fees due to Publisher until it has received such fees itself from the relevant Advertiser. If the account balance for an Advertiser is not sufficient to pay for all sums due to the Publisher in accordance with Clause 6.1, affilinet will, depending on the account balance available, pay only a proportion of the Fees due for that particular Program.
- 6.6 If the Advertiser has not credited affilinet sufficiently to pay the sums due to the Publisher, within 4 weeks of being requested to do so by affilinet, then the Publisher is entitled and obliged to seek payment from the Advertiser and exhaust all possible avenues (including but not limited to bring legal proceedings against the Advertiser). In no circumstances will affilinet be liable for unpaid Fees owing to the Publisher as a result of non-payment by the Advertiser to affilinet. Affilinet may elect to assign any debt owed to it to a Publisher wishing to enforce against an Advertiser.

7. Duties of the Publisher towards affilinet and the Advertiser

- 7.1 As between the parties, all copyright and other intellectual property rights in the Advert or related materials provided to the Publisher shall be owned by affilinet. The Publisher shall acquire no intellectual property rights in any Adverts or related advertising materials it is provided with. Subject to Clause 7.6, affilinet grants Publisher a non-exclusive, non-transferable, revocable, limited licence to the extent granted to it by the relevant Advertiser, to use any Advert or related advertising materials in unaltered form on the Publisher Website solely in accordance with any affilinet issued guidelines or any Program Rules for the term of the Program.
- 7.2 The use of names, protected brands and trade marks, or the company names or logos of affilinet, an Advertiser or any third party is only permitted if the Publisher has been given written permission by the relevant right-holder. The Publisher agrees to set up the Publisher Website in such a way as to ensure the protection of all of the intellectual property rights of the right-holder, including copyrights, and to ensure that the Publisher Website complies with all applicable laws, and without prejudice to the generality of the foregoing, the Publisher shall ensure that it complies at times with the Data Protection Act 1998 in all respects.

- 7.3 Subject to Clause 7.4, the Publisher will only send e-mails containing Adverts or promotions relating to Programs with the written consent of affilinet and the relevant Advertiser and then only if it is done in accordance with all applicable laws and regulations including the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Data Protection Act 1998 and the Electronic Communications Act 2000.
- 7.4 The Publisher shall comply with any applicable rules applying to its services and advertising practices imposed by the British Code of Advertising, Sales Promotion and Direct Marketing (CAP Code) issued by the Committee of Advertising Practice and found at (<http://www.cap.org.uk/cap/>).
- 7.5 The Publisher shall ensure that the Publisher Website or promotional emails (if permitted) do not infringe third party intellectual property rights and that no representations of violence, sexually explicit or pornographic contents or discriminatory or defamatory statements or any representation concerning race, gender, religion, nationality, disability, sexual preference or age are permitted on the Publisher Website and/or in the context of participation its with any Programs. The Publisher Website's form and content must not be such that they compromise the Advertiser's or affilinet's product or service reputation or the User's ability to estimate its value, or the brand or business of affilinet or the Advertiser.
- 7.6 Clause 7.5 shall also apply to any third party website if the Publisher Website links to or refers to any web pages on third-party website unless the Publisher provides a prominent and clearly worded disclaimer that provides that the third party web site is not under the control of the Publisher, affilinet or the Advertiser, and that the Publisher, affilinet and the Advertiser accept no liability whatsoever for the contents contained therein.
- 7.7 Unless the Program Rules state otherwise, the Publisher can add Adverts to the Publisher Website or to promotional emails as many times as they wish, and in any location or format provided that it complies with these Terms of Business and does not vary or alter the Advert in any way whatsoever. affilinet or the Advertiser can request that the Publisher change the location of any Advert(s) or remove any Advert if it is likely to compromise the reputation of the product or service, of affilinet and/or the Advertiser or the User's ability to estimate its value, or the brand, goodwill or business of affilinet or the Advertiser. If affilinet makes such a request, Publisher shall comply with affilinet's request as soon as is reasonable and in no more than 2 days.
- 7.8 The Publisher warrants that shall perform its services and actions in relation to any Program Contract with all reasonable skill and care and in a professional manner.

8. Account and Term of Program Contract

- 8.1 The Publisher's Account will be maintained by affilinet and remain active until the agreement under these Terms of Business is terminated pursuant to Clause 9 or otherwise.
- 8.2 Subject to Clause 8.3, the term of each Program Contract shall be specified at the time of affilinet's acceptance of the Publisher's offer to participate in a Program. Where no duration has been specified, the Program Contract shall continue until the relevant Program has been withdrawn either by affilinet or by the relevant Advertiser or upon one week's notice from affilinet.
- 8.3 Subject to Clause 9.3, the Publisher is entitled to withdraw from a Program with one weeks' written notice, and affilinet and/or the Advertiser are entitled to cancel a Program, or request that the Publisher withdraw from a particular Program, upon one weeks' written notice to the Publisher.

9. Deactivation of the Account and termination Program Contracts

- 9.1 Upon one weeks' notice, affilinet is entitled to deactivate the Publisher Account, terminate any or all Program Contracts or these Terms of Business if the Publisher has not participated in a Program or earned any Fees from such participation for a period of 12 months.
- 9.2 Upon one weeks' notice, affilinet is entitled to terminate all Program Contracts and/or to deactivate the Publisher Account, if the Publisher has not requested payment of credit (see Clause 6 above) for a period of at least 12 months. If affilinet deactivates a Publisher Account in such circumstances the Publisher shall forfeit all such Fee credit.

- 9.3 Without prejudice to any of the party's other rights and remedies, either party may terminate immediately by written notice the Publisher Account, any or all Program Contracts, and these Terms of Business if:
- (a) the other party commits a persistent or material breach of any of the provisions of these Terms of Business or any Program Contract and, in the case of such a breach which is capable of remedy, fails to remedy the same within seven (7) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
 - (b) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party; or
 - (c) the other party makes any voluntary arrangement with its creditors or becomes the subject of an administration order or goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation or a similar event) or in the case of an individual goes bankrupt or such similar event in its jurisdiction; or
 - (d) the other party ceases, or threatens to cease to carry on business.
- 9.4 Upon the happening of any of the events stated in Clause 9.3, the Program Contract for any relevant Program and the agreement formed under these Terms of Business shall automatically terminate after the end of the relevant notice period and the Publisher Account deactivated by affilinet. Such termination shall not limit the enforceability of either party's rights or obligations that may have accrued prior to the termination.

10. Consequence of Deactivation of a Publisher Account

- 10.1 Deactivation of the Publisher's Account means that all Program Contracts are terminated automatically. The Publisher will be notified by affilinet upon any such deactivation.
- 10.2 Save as provided in Clause 9.3, if the Publisher Account is deactivated as a result of action by either party, any outstanding Fee credit will be detailed on a statement. If the remaining Publisher credit in the Publisher Account is lower than the £50 threshold specified in Clause 6.1, no payment will be made to the Publisher and affilinet is entitled to keep any monies owed to the Publisher.
- 10.3 After deactivation of an Account, the Publisher must remove all Adverts from all Publisher Websites and if appropriate promotional emails as soon as is reasonably practicable. Once the Account deactivation takes effect, no more Fee payments will be made to the Publisher, even if Valid Transactions are generated from any Adverts maintained by the Publisher.
- 10.4 A Publisher whose Account has been deactivated in accordance with these Terms of Business shall not apply again for access to the Platform or participation in any Program. Any contraventions of this term will make the Publisher liable for damages to affilinet. Any Fee credit achieved in any Account will be void and repayable by the Publisher.

11. Consequence of Termination of a Program Contract

- 11.1 Termination of a single Program Contract shall not affect the validity of other Program Contracts or the status of a Publisher Account.
- 11.2 After termination of a Program Contract or suspension of a Program by the Advertiser, the Publisher must remove all Adverts from all the Publisher Websites as soon as is reasonably practicable. Once termination takes effect, no more payments will be made to the Publisher, even if Valid Transactions are generated from any Adverts or promotional emails placed by Publisher.

12. Limitation of Liability

- 12.1 Nothing in these Terms of Business shall exclude or limit affilinet's liability for personal injury or death arising from its negligence, fraud or anything that cannot be excluded or limited by law.
- 12.2 Subject to Clause 12.1, affilinet shall not be liable (whether in contract, tort or otherwise) for any loss of profit, revenue or any consequential loss or damage.

- 12.3 Subject to Clause 12.1, in no event shall affilinet's liability in connection with the goods and/or services provided pursuant to these terms and conditions exceed £5,000.
- 12.4 affilinet is not responsible, and shall not be liable, for any Google or other search engine adwords or keywords used on the Platform, Publisher Website or Advertiser Website or placed by the Publisher in relation to any Program.
- 12.5 Except as expressly set out in these Terms of Business, affilinet gives no warranties or undertakings and accordingly all terms, conditions, warranties, representations or guarantees (whether express or implied by statute law, common law, custom or otherwise) not expressly set out in these Terms of Business are hereby excluded to the fullest extent permitted by law.

13. Indemnities

- 13.1 The Publisher agrees to indemnify and hold harmless affilinet and the Advertiser, its directors, officers, employees, representatives, parent and subsidiaries, from and against all claims, liabilities, damages, expenses and losses (including without limitation any direct or indirect consequential losses, loss of profit, loss of reputation, and all interests, penalties and legal and other profession costs), arising out of, or relating to any claims resulting from or relating to, the Publisher's negligence, default or breach any law or regulation or breach of these Terms of Business or any Program Rules, or arising from or relating to the Publisher's use of the Platform and the Publisher's participation in any Programs.

14. Data protection

Subject to the terms and conditions of the affilinet Privacy Policy which can be found at http://www.affilinet.co.uk/HtmlContent/en/downloads/affilinet_privacy_policy.pdf, affilinet is entitled to retain and use all personal information provided by the Publisher, including, but not limited to, personal information such as the name and address of the Publisher.

- 14.1 The Publisher is aware that the Advertiser may contact them directly by e-mail or telephone, as required, in the context of working together, and the Publisher consents to the Advertiser do so.
- 14.2 The Publisher warrants that it shall at times comply with the Data Protection Act 1998 in all respects.

15. Confidential information

- 15.1 All information, data, Adverts, documentation and other materials which are disclosed by either party (the "**Disclosing Party**") to the other (the "**Receiving Party**") pursuant to these Terms of Business, are and shall remain proprietary and confidential to the Disclosing Party. The Receiving Party agrees that it shall use the same solely in accordance with the provisions of these Terms of Business and that it shall not at any time during or after completion, expiry or termination of these Terms of Business disclose the same whether directly or indirectly to any third party without the Disclosing Party's prior written consent.
- 15.2 The foregoing provisions shall not prevent the disclosure or use by the Receiving Party of any information which is or hereafter, through no fault of the Receiving Party, becomes public knowledge or otherwise to the extent permitted by law.

16. Continued Development of the Platform

- 16.1 affilinet is committed to the continuing development of the Platform in order to enhance the services it is providing to Publishers and Advertisers. In order to achieve this aim, affilinet is entitled at its sole discretion to continually develop the Platform and to modify it and the services and Programs offered via it.

17. affilinet's right to make changes

- 17.1 If affilinet intends to amend these Terms of Business it will inform the Publisher. The amended Terms of Business will take effect 2 calendar weeks after the Publisher was informed of the changes, at the start of a new calendar week and shall apply to all existing and future Program Contracts. If the Publisher does not accept the changes proposed it may terminate these Terms of Business, and any Program Rules upon 7 days written notice to affilinet.

17.2 affilinet and the Advertiser retain the right to change any payments levels, structure or arrangement for the Program. The change will come into force at midnight on the day following its publication on the Platform.

18. Force majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under these Terms of Business to the extent that such failure or delay is caused by any event beyond the reasonable control of such party, including without limitation acts of God, severe weather, industrial action or the failures of third party systems.

19. Entire agreement and variation

These Terms of Business and any applicable Program Rules set out the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements whether oral or written between the parties in respect of the subject matter of these Terms of Business. The parties acknowledge that they have not entered into these Terms of Business in reliance of any representation not expressly set out in these Terms of Business and none of the parties shall be liable in respect of any representation made prior to and not contained in this Agreement unless it was made fraudulently.

Subject to Clause 17, no variation of these Advertiser Terms of Business shall be valid unless agreed in writing between affilinet and the Advertiser. affilinet employees or agents are not authorised to make oral agreements or undertakings on behalf of affilinet or to vary these Terms of Business or any Program Contract for affilinet and any purported oral agreements, variations or undertaking shall not be effective or enforceable against affilinet.

20. Waiver

The rights, powers and remedies conferred on any party by these Terms of Business and remedies available to any party are cumulative and are additional to any right, power or remedy which it may have under general law or otherwise. No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms of Business or otherwise.

21. Invalidity

To the extent that any provision of these Terms of Business and any applicable Program Rules is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of these Terms of Business and any applicable Program Rules, it shall not affect the enforceability of the remainder of these Terms of Business and any applicable Program Rules nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

22. Assignment

These Terms of Business and any applicable Program Rules shall be binding on and endure for the benefit of the successors in title of the parties but shall not be assignable by any party without the prior written consent of the other, such consent not to be unreasonably withheld or delayed. The assignor shall remain liable for all acts and omissions of the assignee arising out of or in connection with these Terms of Business and any applicable Program Rules.

23. Exclusion of third party rights

Unless expressly provided in these Terms of Business and any applicable Program Rules, no term of the Terms of Business or any applicable Program Rules is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

24. Choice of Law and Severance

- 24.1 English law applies to these Terms of Business and any applicable Program Rules, and the parties submit to the non-exclusive jurisdiction of the English courts in respect of any disputes arising from these Terms of Business and/or Program Rules.

Last Updated on: 4 October 2005