

Flipuzzlez.com Affiliate Terms & Conditions

AFFILIATE AGREEMENT

Background:

This Affiliate Agreement is produced on the [INSERT DATE] between:

- a. Flipuzzlez, a sole trader, whose registered office is at Brecon, Wales, trading as Flipuzzlez.com.
- b. Affiliate, [ENTER NAME OF AFFILIATE] a [INSERT TYPE OF COMPANY], whose registered office is at [INSERT OFFICE ADDRESS], trading as [INSERT TRADING NAME] in order to participate in the Affiliate Program to refer traffic to the Company's website.

Schedule 1 is located within this Agreement.

Definitions and Interpretation

1. The following definitions and rules of interpretation apply in this Agreement:
 - a. "Completed Transaction" means the goods or services of the Company ordered by a customer have been delivered, the return period has expired, and 30 DAYS has elapsed since the goods or services were paid for in full.
 - b. "Customer" means a person or party who purchases goods or services as a result of this Agreement.
 - c. "Links" means a link from a hypertext document to another location, activated by clicking on a highlighted word or image or banner.
 - d. The net price is the value at which a product or service is sold after all taxes and other costs are added and all discounts subtracted. Net price is what a customer pays. To calculate the net price, start with the list price and add any taxes and other government-mandated charges.

Affiliate Site and Content

2. You have sole responsibility and liability for the preservation, operation, maintenance and all materials and content that appear on the Affiliate site. You shall manage the Affiliate Site in accordance with all applicable laws, rules, and regulations.
3. You agree to place one or more of the Links on the Affiliate site, in accordance with the Terms and Conditions within this Agreement.
4. We reserve the right, at any time, to monitor the Affiliate Site to verify you are complying with the terms and conditions within this Agreement.
5. In the event you do not properly use the Links provided to you, and the traffic cannot be properly tracked to confirm the customer came from the Affiliate Site, we are not responsible to pay any fees. `

Compensation for your referred traffic

6. Subject to you properly installing the Links, and using them correctly, you will be compensated based upon the Net Sale Price from completed transactions. This fee is highlighted in Schedule 1 within this Agreement.
7. The Fee will be offset with respect to each Completed Transaction for:
 - a. The company issuing discounts, credits, or allowances; and
 - b. There is a chargeback issued against the company.
8. The Company at any time can refuse an attempted purchase by any person. You shall have no claim to any fee based upon the company's decision to now allow the transaction with any person who accessed the Site using the Affiliate Link.
9. The Fee relating to any Completed Transaction will be paid to you Via bank transfer..
10. You may be required to provide necessary documents for tax purposes. Payment of fees may be suspended if these are not provided in time.

Fulfilment and Customer Information

11. The Company is solely responsible for the fulfilment of orders and processing on the goods and services offered on the site. This shall be governed by the company's own terms and conditions. All information regarding any orders, and customers is the sole and exclusive property of the Company.
12. You agree that the Company may collect and process, certain information about you.

Limited License Rights

13. You agree to place one or more of the Links on the Affiliate Site. These links may contain Logos, and Trademarks
14. Pursuant to this Agreement, the Company grants you a non-exclusive, Limited, non-transferable, and revocable license to display the Links on the affiliate site. In no way does this Agreement give the Affiliate permission to post the Links on any other site or for any other purpose than agreed between the Company and the Affiliate unless the Affiliate has received written consent from the Company.
15. The Affiliate may not add, alter, or delete anything from the Links or Marks.
16. In addition to the above, you agree to not acquire or attempt to acquire, register, or attempt to register, make a claim to or in any way use domain names, trademarks, keywords, handles, screen names or other forms of identification incorporating the Marks.
17. All intellectual property rights in the Marks, and any goodwill generated by your use of the Marks shall ensure solely to the benefit of the Company.
18. Upon termination of this Agreement, the rights granted in this clause will automatically expire.

Representations and Warranties

19. You represent and warrant that:
- a. You are legally capable and authorised to enter into this Agreement.
 - b. If you represent an entity, all actions necessary to authorize you to enter into this Agreement have been taken.
 - c. You are the sole owner of the Affiliate site.
 - d. The Affiliate Site does not and shall not:
 - i. Depict anyone less than [18 years].
 - ii. Contain any information which you know is false.
 - iii. Contain or transmit any apps or programs that can be downloaded or installed by the customer, without their knowing consent of the exact nature, purpose and function of the app or programs.
 - iv. Not use the company's name in a form of unsolicited communication, including spam.

Limitation of Liability

20. The Company will not be liable to the Affiliate, whether in contract, tort, or restitution, or breach of statutory duty, or otherwise, for any:

- a. Loss of profit.
- b. Loss of goodwill.
- c. Loss of business.
- d. Loss of business opportunity.
- e. Loss of anticipated saving.
- f. Loss of corruption of data or information.
- g. Loss of contracts.
- h. Loss of use of money.
- i. Loss of actual savings.
- j. Loss of revenue.
- k. Loss of reputation.
- l. Ex gratia payments.
- m. Loss of operation time.
- n. Loss of opportunity.
- o. Special, indirect, or consequential damage or loss suffered by the Customer, arising under or in connection with this Agreement.

Term and Termination

21. This Agreement shall commence upon the last signing by a Party and may be terminated by either party within this Agreement.
22. Upon termination of this Agreement in the event there is a breach, payment of fees to the Affiliate shall terminate immediately.
23. If you are the one to terminate, any fees owed to you shall be paid to you at a time agreed between you and the Company.
24. Upon termination by either party, all rights and licenses granted in this agreement shall immediately cease, and you shall remove the Links and Marks on your Affiliate site.

Relationship

25. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties or constitute any party the agent of another party.
26. You have no authority to and shall not enter into any agreements or obligations claiming to be binding upon the company.
27. You are to be exclusively and solely responsible for all taxes payable with respect to income made through our Site.
28. You shall be solely and exclusively responsible for:
 - a. Obtaining any Liability;
 - b. Health Insurance;
 - c. Workers' compensation;
 - d. Disability;
 - e. Unemployment;
 - f. Any other insurance required by law.

Confidentiality

29. Both parties undertake that each shall not, at any time during this Agreement, and for a period of 5 years after termination of this Agreement, disclose to any person any In-put Material, Pre-existing Material, technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature, or any other confidential information concerning the disclosing party's business or its products which the receiving party may obtain in connection with entering into this Agreement.
30. Confidential Information does not include:
 - a. Information that is or becomes publicly known;
 - b. Was rightfully in the providers possession;
 - c. It is disclosed to you without confidential restriction.
31. If you are required to disclose any confidential information by virtue of a Law, you are expected to notify the company in writing. You will not use, copy, publish, make public any confidential information.

Waiver

32. You waive any and all claims against the company for the following circumstances:
 - a. The Site is partially or totally inaccessible and unusable;
 - b. There are bugs, errors, or virus's;
 - c. You have been suspended or terminated by the Company;
 - d. A claim has been made to change this Agreement by the Company.
 - e. Withholding of an owed fee due;
33. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach.
34. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy.
35. You are exclusively responsible for the safekeeping of your password and username of your account. You hereby waive and dismiss any claims against the company that claim there has been unauthorized use and access to your account.
36. Any dispute you raise shall be as an individual only.

Indemnification

37. The Company and its affiliates, owners, officers, employees, and agents shall be collectively referred to as "the Company Indemnitees". You shall hold and indemnify the Company Indemnitees harmless from any and all actions, suits, claims, demands, debts, damages, expenses, costs, penalties, injuries incurred by any of them arising from:
 - a. Misrepresentation;
 - b. Breach of any covenant or warranty of yours in this Agreement;
 - c. Nonfulfillment of any Agreement by you under this Agreement;
 - d. Failure to comply with the terms of this Agreement;
 - e. Any suit, proceeding, claim or investigation;
 - f. Defamation, violation, unfair competition;
 - g. Failure to pay taxes;
 - h. Infringement of copyright
 - i. Violation of copyright;
38. If any lawsuit is filed against the Company Indemnitees, written notice will be sent to you within 5 business working days.
39. A delay or failure in giving notice shall not affect its rights to indemnification except where you can provide proof of damage caused by this delay or failure. At your own expense, you may employ attorneys to handle and defend the lawsuit or action. The Company Indemnitees shall cooperate with you in this event.

40. You may not, without written consent of the Company Indemnitees, effect any settlement of any proceeding of which the Company Indemnitees are a party and indemnity has been sought hereunder unless such settlement involves a remedy for the payment of monies.

Assignment

41. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

42. This Agreement shall be binding upon the parties, their successors, affiliates, directors, shareholders, employees, and officers.

Governing Law and Jurisdiction

43. This Agreement, and any other claim arising from it, shall be governed, and construed in accordance with the laws of the United Kingdom. Both parties agree that the UK courts will have exclusive jurisdiction.

Dispute Resolution

41. Any dispute arising from this Agreement shall be resolved through:

a. Court Litigation : if either Party brings legal action, the prevailing party will be entitled to recover from the other party any legal expenses incurred in relation to the claim.

b. Arbitration: Arbitration shall be final and binding to both parties. In any arbitration arising out of this Agreement, the arbitrator shall award to the prevailing party, any legal fees incurred by the prevailing party that may arise from the Arbitration. Both parties are expected to keep the nature of the Arbitration confidential, except where is necessary in Law.

c. Mediation: Either party may initiate mediation by completing the necessary steps required.

d. Mediation then Arbitration: If the dispute has not been settled by mediation, the dispute shall be settled exclusively by Arbitration as detailed in clause 41.b.

Waiver of Jury Trial

42. Each party irrevocably and unconditionally waives, to the fullest extent permitted by Law, any right it may have to a trial by Jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Agreement, including any schedules.

Remedies

43. All rights and remedies shall be cumulative, and none shall be a constraint on using any other type of remedy, or right.

Force Majeure

44. The Company shall not be responsible or liable for any delay caused by a force majeure event beyond the reasonable control of the Company, some examples include and are not limited to:

- a. Act of God, such as flood, earthquake, or other natural disaster;
- b. War;
- c. Fire, explosion, or accident;
- d. Failure of utility services.

Counterparts

45. This Agreement may be implemented in counterparts. All of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

Severance

46. If the whole, or any part of a provision of this Agreement becomes invalid or unenforceable, this shall not affect the validity and enforceability of the rest of the Agreement.

47. If any part of the Agreement is invalid, the parties shall negotiate to amend such provision so that it becomes legal, valid, and enforceable.

Amendments

48. The Company at any time may amend the terms of this Agreement by highlighting such changes on the Site and notifying you via email. No amendment will be effective until 30 days after the posting/email notice, whichever communication was first.

Notices

49. Any notice or other communication given to a party in connection with this Agreement shall be sufficiently given in writing and delivered via email

50. Company mailing details:

- c. Email: affiliates@flipuzzlez.com

52. Notices shall be deemed to have been properly given if:

- a. If sent by email, at the time of the transmission, or if this occurs outside of business hours, when business hours resume.

Entire Agreement

54. The Agreement sets out the entire agreement and the understanding between the Affiliate and the Company and supersedes any prior discussions, Agreements, warranties, representations and any other communications between the Affiliate and the Company, whether it be oral or written.

SIGNATURES

Flipuzzlez.com

Authorized signature

Printed name: H. Ingram

Title: Mrs

[INSERT AFFILIATE NAME] ("The Affiliate")

Authorized signature

Printed name:

Title:

Schedule 1- Payment terms

- For each Completed Transaction, you will be paid 10% of the cost per puzzle.
- Payments will be transferred via bank transfer on the 30th of each month.