

WILD RABBIT SOFTWARE LTD

Legal Agreement

Affiliate Terms & Conditions

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This Agreement

These terms and conditions form the basis upon which you agree to be an affiliate reseller (associate) of any Wild Rabbit Software Ltd product. Participation in the program indicates acceptance of these terms.

This agreement describes the entire terms and conditions for participation in Wild Rabbit Software Ltd Associates Program. In this agreement, the term "Participant" refers to you (the applicant), and "sponsoring website" refers to the website from which you will link to Wild Rabbit Software Ltd or any of its associated web sites. Wherever the agreement refers to "you" or "your", it means "the Participant"; "we" or "our" refer to Wild Rabbit Software Ltd and the terms "product" or "products" refer to any current product unless specifically notified otherwise.

1.1 Use of links and general sales conduct

You can add or remove links at any time - you may add as many links to Wild Rabbit Software Ltd or its products, or remove such links, at anytime and without prior approval from Wild Rabbit Software Ltd.

In order for us to correctly track sales accountable to you, you must link to the pages specified by us, in the manner specified by us. We cannot be responsible for untracked sales caused by the use of non-approved linking mechanisms.

You do not represent and have no authority to quote prices on our behalf. You may not use any affiliate link to purchase copies for yourself, your known colleagues or for resale. You acknowledge that such use may result in the withdrawal of your affiliate status and any licences that you have purchased being deactivated. In such cases no refund will be given.

We expect our affiliates to uphold the highest levels of conduct. Where we feel that an affiliate has fallen short of our required standards, we reserve the right to terminate the agreement without further notice. This includes, but is not limited to, misleading descriptions or inappropriate content or positioning of product details.

We do not tolerate use of unsolicited mass mailing sales techniques (commonly known as spamming). In such cases, any monies due in commission will be forfeit and become the property of Wild Rabbit Software Ltd.

You do not have administrative and legal control over without our permission.

1.2 Copyright and trademark

The participant is responsible for ensuring that all sales material is suitable and that they have permission to use such material. The participant may use our product trademarks within the context of this agreement where appropriate for the purposes of selling the product.

1.3 Tracking of sales and commissions

We are solely responsible for tracking all sales arising as a result of referrals from you. We will provide a summary of sales along with monthly payment where it exceeds our lower payment limit which may be altered from time to time.

1.4 Commission on sales

We will pay you 15% of the total value of goods before the application of VAT or any other taxes and postage & packaging where the purchaser has followed an internet link with the affiliate ID embedded within it, or the user quotes you as the referral source of the sale. Commissions are only paid on completed sales where the purchaser has paid

We currently only pay commission on sales of software. We do not pay commission on sales of support packages.

1.5 Order processing

We are responsible for fulfilling orders sent to us, including the taking of payment and shipping of goods. You may not take payment on our behalf, and the customer shall be deemed to have entered into contract with, and be a customer of, us. The current price for a product is always that shown on our website.

1.6 Payment of commission

We will pay you monthly in arrears for all commission due. The accounting period for this purpose is normally the calendar month end, but we may alter this arrangement if necessary. Where we alter this arrangement we will endeavour to give as much notice as possible, but we are not obliged to do so.

Payments are by electronic bank transfer only.

Where a purchaser returns goods for any reason, the commission due shall be reclaimed. Where the commission has already been paid to the affiliate, the reclaimed amount shall be offset against future payments. Where the affiliate terminates this agreement, all reclaimed monies must be paid in full immediately.

1.7 Sub-affiliates

We do not currently give commission for sub-affiliate sales.

1.8 Termination of this agreement

Either party may terminate this agreement without notice. Notice of termination must be given by email or other suitable written means. Where termination takes place and commission is outstanding, this money will be paid at the next scheduled accounting

point (normally the month end). Where the agreement is terminated, the affiliate participant must cease usage of all links and copyright material.

Details of this agreement are considered confidential between us and you must not reveal its detail to another third party without our written consent. To do so will result in **immediate termination of this agreement.**

1.9 Interruption of service

We do our best to ensure availability of service. You agree that we will not be held responsible for any service interruptions, howsoever caused.

1.10 Modification of this agreement

We may, from time to time, amend this agreement and post to the affiliates area on our website.

1.11 Limitation of damages

Wild Rabbit Software Limited shall have no liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this agreement or the program, even if Wild Rabbit Software Limited has been advised of the possibility of such damages. Further, Wild Rabbit Software Limited's total liability arising under or with respect to this agreement or the program shall in no event exceed the total referral fees paid or payable by Wild Rabbit Software Limited to the Participant under this agreement.

1.12 Disclaimer of warranty

We make absolutely no warranty as to the fitness of purpose for this program, the systems used thereby or the products sold therein.

1.13 Assignment

You may not assign this agreement to any other person or entity without the written consent of Wild Rabbit Software Ltd.

1.14 Our relationship with you

Nothing in this agreement is intended to imply any form of employment or subcontract, partnership, franchise or joint venture.

1.15 Governing Law

This agreement shall be governed by the laws of the England.