

## AFFILIATE AGREEMENT

**THIS AGREEMENT** commences on the day your login to your PeopleMaps Affiliate Control Room for the first time.

### **BETWEEN:**

- (1) PeopleMaps Limited a limited company registered in England under company number 03904001 , whose registered address is Carrwood Park, Selby Road, Leeds, LS15 4LG, and whose main trading address is Regent Court, 70 West Regent Street, Glasgow, G2 2QZ. and
- (2) Any individual or organisation that uses a PeopleMaps Affiliate Control Room.

### **WHEREAS:**

- (1) The Company offers commission on the sale and provision of services to customers referred by affiliates in its PeopleMaps Affiliate Programme (the “Programme”).
- (2) The Affiliate wishes to enrol in the Programme.
- (3) The Company operates its website at [www.peoplemaps.com](http://www.peoplemaps.com) (the “Company Website”)
- (4) The Affiliate operates its website (the “Affiliate Website”)

**IT IS AGREED** as follows:

### **1. Definitions and Interpretation**

1.1 In this Agreement the following terms shall have the following meanings:

- “Business Day”** means any day other than Saturday or Sunday that is not a bank or public holiday;
- “Cancellations Policy”** means our cancellations policy which can be found at <http://www.peoplemaps.com/terms/terms-for-consumers/> and at <http://www.peoplemaps.com/terms/terms-for-businesses/> ;
- “Commencement Date”** means the date of the Affiliate’s acceptance of [the Terms & Conditions] OR [this Agreement];
- “Commission Rate”** means the percentage of commission paid on net sales revenue set out in Sub-clause 11.2;
- “Confidential Information”** means all business, technical, financial or other information created or exchanged between the Parties in the course of fulfilling their obligations under this Agreement;

<b>“Current Term”</b>	means the Term that the Parties may be in at any given time;
<b>“Direct Referral”</b>	means a sale of a Service Package to a customer who has been lead to the Company Website through the Affiliate Website where that customer can be tracked directly from the latter to the former without any further intermediaries;
<b>“Intellectual Property Rights”</b>	means any rights subsisting in a copyright work, trade mark, patent or design and shall be construed in accordance with the Copyright Designs and Patents Act 1988, Trade Marks Act 1994 and Patents Act 1977;
<b>“Registered Email Address”</b>	means the email address of the Company as provided in the <<e.g. affiliate administration area>> or the email address of the Affiliate as provided in the Affiliate’s Registration Data;
<b>“Registration Data”</b>	means the information provided by the Affiliate when registering for enrolment in the Programme;
<b>“Service Package”</b>	means a particular set of services available from us through our website as defined in Clause 7; and
<b>“Term”</b>	means the term of this Agreement, as defined in Clause 17 of this Agreement, during which the Affiliate shall participate in the Programme under the terms and conditions set out in this Agreement.

- 1.2 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.3 Words imparting the singular number shall include the plural and vice versa.
- 1.4 References to any gender shall include the other gender.

## 2. Enrolment in the Programme

- 1.1 The Affiliate hereby agrees that, at the time of registration, they will provide accurate and complete Registration Data and that the Affiliate shall inform the Company of any changes in such Registration Data.
- 1.2 Upon the Affiliate’s acceptance of the Terms & Conditions, subject to the Company’s approval and sub-clause 2.4 below.
- 1.3 The Company may, at their sole discretion, review the Affiliate website following the Affiliate’s acceptance of the terms set out in this Agreement. The Affiliate will be informed within 21 Business Days of the outcome of their application. Following the Affiliate’s acceptance of the terms set out in this Agreement, the Affiliate will receive further instructions to allow them to commence marketing our goods.
- 1.4 The Company may, in their sole discretion, choose to reject any application for any reason (and is under no obligation to disclose such reasons). Reasons for which an application may be rejected include, but are not limited, to content

on the Affiliate Website that:

- 4.a.1 is in any way unlawful, harmful, threatening, obscene, harassing, discriminatory, defamatory or otherwise objectionable;
- 4.a.2 facilitates or promotes violence, terrorism, or any other criminal activity;
- 4.a.3 is sexually explicit; or
- 4.a.4 infringes or assists or encourages the infringement of any intellectual property rights belonging to any party.

### **3. Company / Affiliate Relationship**

- 1.1 Nothing in this Agreement shall constitute, or be deemed to create, a partnership between the Parties; nor, except as expressly provided, shall it designate, or be deemed to designate, any Party the agent of any other Party for any purpose.
- 1.2 Subject to any express provisions to the contrary in this Agreement, the Affiliate shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf the Company or bind the Company in any way.

### **4. Website Links**

- 1.1 In the Affiliate's Control Room will be the requisite materials for a hyperlink to the Company Website. These materials will include the HTML code for the link..
- 1.2 The HTML code as it appears in the Affiliate's Control Room must be copied exactly and not altered in any way. Failure to comply with this condition may result in the Affiliate receiving no credit for sales of Service Packages that are generated through the Affiliate Website.
- 1.3 Under no circumstances may any of the graphic files provided by the Company be modified in any way without our prior written authorisation. The Affiliate may not use graphic files of their own to link to the Company Website.
- 1.4 All graphic files that the Company may provide for use as links may be displayed throughout the Affiliate Website as the Affiliate deems appropriate[, subject to the prior consent of the Company (which shall not be unreasonably withheld) which must be obtained in all cases]. The Company reserves the right to request the alteration or removal of a link from the Affiliate Website.
- 1.5 The Affiliate is required to assume full responsibility to maintain all links to the Company Website from the Affiliate Website.

### **5. Site Maintenance and Content**

- 1.1 Each Party shall be exclusively responsible for maintaining and updating its own website. Subject to the provisions of this Clause 5 and Clause 14 below, neither Party shall have any obligations to the other Party in relation to the maintenance or content of their website.

- 1.2 Subject to Sub-clause 5.3 of this Agreement, neither Party may host any content that:
  - 2.a.1 is in any way unlawful, harmful, threatening, obscene, harassing, discriminatory, defamatory or otherwise objectionable;
  - 2.a.2 facilitates or promotes violence, terrorism, or any other criminal activity;
  - 2.a.3 is sexually explicit; or
  - 2.a.4 infringes or assists or encourages the infringement of any intellectual property rights belonging to any party.
- 1.3 Neither Party shall be under any obligation to pre-screen any content added to their website by third parties; however in the event that either Party receives from the other a written notification of any content that falls within that described in Sub-clause 5.2 of this Agreement, such content must be removed within 7 Business Days of receipt of such notice.

## 6. **Display of Company Information**

- 1.1 The Affiliate is free to display pricing and other information relating to the Service Packages marketed and provided by the Company. It is the responsibility of the Affiliate to keep such information up-to-date through their own efforts; the Company will not provide pricing information updates to the Affiliate.
- 1.2 The Company reserves the right to alter pricing at any time in accordance with their own policies.

## 7. **Service Packages**

The Company provides services through the Company Website in packaged form, each package setting out combinations and levels of service, available at different prices. Descriptions of such packages will be provided in email correspondence.

## 8. **Customer Referral Requirements**

- 1.1 These are Terms & conditions relating to the referral of customers to the Company via links on the Affiliate Website.
- 1.2 The Company reserves the right to alter such terms & conditions at any time and will provide 0 Business Days' written notice to the Affiliate of any such alteration.

## 9. **Orders**

- 1.1 The Company undertakes to use their best and reasonable endeavours to process and fulfil all orders for Service Packages placed by referred customers generated by the Affiliate.
- 1.2 The Company reserves the right to reject any orders that do not comply with the customer referral requirements detailed in Clause 8 of this Agreement.
- 1.3 It shall be the Company's full responsibility to ensure that all orders are

completed and that the provision of services is undertaken in accordance with the relevant Service Level Agreements. The Company shall be responsible for order entry, payment processing, cancellations and all subsequent customer service. The Affiliate shall have no further involvement with the customer or the completion of the transaction and all customers will be made aware of the same.

## 10. **Affiliate Sales Reporting**

- 1.1 The Company will track the following elements of all sales:
  - 1.a.1 origin;
  - 1.a.2 Service Package selected; and
  - 1.a.3 revenue generated.
- 1.2 Full reports of all sales generated through the links on the Affiliate Website will be available in the Affiliate's Control Room. The Company reserves the right to alter the form and content of such reports without notice.

## 11. **Commission and Referral Fees**

- 1.1 The Affiliate will be paid commission at the rates specified in the email sent by senior PeopleMaps representative.
- 1.2 Commission shall be calculated on the following basis:
  - 2.a.1 Notwithstanding Sub-clause 11.2.3 all sales that result from Direct Referrals only.
  - 2.a.2 In the event that a customer resulting from a Direct Referral places subsequent orders, commissions will also be paid as specified in the email.
  - 2.a.3 Commission is only paid on sales resulting from companies registering through your specific affiliate link. In the event that an organisation already has a PeopleMaps account and is already buying from PeopleMaps, no new account will be created for them and no commission will be due.
- 1.3 [].
- 1.4 In the event that a customer cannot be tracked, no commission will be paid.
- 1.5 Commission shall be calculated only once we have received payment in full from the customer. Only once payment has been received in full will sales be logged in the Affiliate's Control Room.
- 1.6 Commission shall be paid to the Affiliate on a monthly basis, when their total commission earnings reach £50.
- 1.7 In the event of any refunds issued for any reasons including, but not limited to fraud and where such refunds are not incurred through any fault of the Company, the Affiliate may be contacted to arrange for the repayment of any related commission.
- 1.8 Any and all commission paid to the Affiliate shall be based on sales revenue

less any tax due; however the Affiliate may still be liable to pay tax on their commission. By accepting the terms of this Agreement the Affiliate hereby acknowledges that they are solely responsible for the payment of tax on any income they may generate through their involvement in the Programme.

- 1.9 The Company reserves the right to modify Commission Rates at any time. The Affiliate will be given 7 Business Days' prior written notice (the "Notice Period") of any such change. The Affiliate will be given the option to opt out of the Programme within the Notice Period and will, on the exercise of that option, be paid any Commission due.

## 12. Trade Marks

- 1.1 The Company hereby grants to the Affiliate a non-exclusive, non-transferrable, royalty free licence to use the Company's trade marks, such trade marks being detailed in Schedule 1 to this Agreement (the "Trade Marks").
- 1.2 The Affiliate may use the Trade Marks only to the extent required to establish links and perform their obligations as an affiliate under the terms of this Agreement.
- 1.3 In the event that the Affiliate wishes to use the Trade Marks for any purposes outside of this Agreement they must not do so without prior written consent, such consent not to be unreasonably withheld.
- 1.4 By accepting the terms of this Agreement the Affiliate hereby agrees that:
  - 4.a.1 The Trade Marks shall remain the property of PeopleMaps Limited unless and until the Company assigns those marks to a third party;
  - 4.a.2 nothing in this Agreement shall be deemed to confer any ownership rights in the Trade Marks on the Affiliate; and
  - 4.a.3 the Affiliate shall not contest the validity of our trade marks.

## 13. Intellectual Property

- 1.1 Unless otherwise expressly indicated and subject to Sub-clause 13.3 below, the Company is the sole and exclusive owner of all Intellectual Property Rights ("IPRs") in the Company Website including, but not limited to: all code, text, sound, video, graphics, photographs and other images that form a part of the same. The Company shall also be the sole and exclusive owner of all IPRs which may subsist in any supporting documentation which shall include, but not be limited to, site plans, maps, design sketches and other preparatory material.
- 1.2 The Company shall be the sole and exclusive owner of all IPRs which may subsist in all future updates, additions and alterations to the Company Website, such material including any supporting documentation.
- 1.3 Unless otherwise expressly indicated, all IPRs in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

## 14. **Affiliate Warranties and Indemnity**

- 1.1 In accepting the terms of this Agreement the Affiliate hereby warrants and acknowledges that:
  - 1.a.1 The Affiliate Website does not and will not contain any content that:
    - a) is in any way unlawful, harmful, threatening, obscene, harassing, discriminatory, defamatory or otherwise objectionable;
    - b) facilitates or promotes violence, terrorism, or any other criminal activity;
    - c) is sexually explicit; or
    - d) infringes or assists or encourages the infringement of any intellectual property rights belonging to any party.
  - 1.a.2 The Affiliate Website is and shall remain functional and, subject to the provisions of Clause 19 of this Agreement, reasonable downtime for maintenance or third-party access restrictions, accessible to all users of the internet;
  - 1.a.3 All necessary authorities, consents and approvals have been obtained in respect of the Affiliate's obligations under this Agreement and will remain valid and effective throughout the Term;
  - 1.a.4 The Affiliate's obligations under this Agreement shall constitute legal, valid and binding obligations. Such obligations shall be direct, unconditional and general obligations; and
  - 1.a.5 The Affiliate will not refer to the Company in any way in any unsolicited bulk email campaigns or other spamming practices that may be conducted.
- 1.2 By accepting the terms of this Agreement the Affiliate agrees that it shall indemnify the Company in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of, or in connection with:
  - 2.a.1 breach of any warranty given by the Affiliate in relation to the Affiliate Website;
  - 2.a.2 any claim that the Affiliate Website infringes the patent, copyright, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any terms stipulated by the Company; and
  - 2.a.3 any act or omission by the Affiliate or its employees, agents or sub-contractors in performing the Affiliate's obligations under this Agreement.

## 15. **Disclaimers**

- 1.1 The Company makes no warranty or representation that the Company Website, the Programme, or Service Packages sold through the Programme will meet the Affiliate's requirements or those of the Affiliate's visitors, that they will be of satisfactory quality, that they will be fit for a particular purpose, that

they will not infringe the rights of third parties, that they will be compatible with all systems, that they will be secure and that all information provided will be accurate.

- 1.2 The Company makes no guarantee of any specific results from the use of the Company Website or from enrolment in the Programme.
- 1.3 The Company makes no guarantee that the Company Website shall remain functional and accessible to all users of the internet.

## 16. **Liability**

- 1.1 The Company shall not be liable to the Affiliate for any indirect or consequential loss that the Affiliate may suffer even if such loss is reasonably foreseeable or if the Company has been advised of the possibility of such loss being incurred.
- 1.2 The Company's entire liability to the Affiliate in respect of any breach of the Company's contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement shall be limited to £<< >>.
- 1.3 Notwithstanding any other provision in this Agreement, the Company's liability to the Affiliate for death or injury resulting from the Company's own negligence or that of its employees, agents or sub-contractors shall not be limited.

## 17. **Term and Termination**

- 1.1 This Agreement shall come into force and become binding on the Commencement Date and shall continue in force for a period of 12 months from that date (the "Initial Term"). Following the Initial Term, the Affiliate's enrolment in the Programme shall be renewed automatically for successive periods of 12 months (each a "Renewal Term") unless and until terminated in accordance with this Clause 17.
- 1.2 Either Party may terminate this Agreement by giving 7 Business Days' prior written notice to the other:
  - 2.a.1 at any time where the other Party has committed a material breach of this Agreement and such breach has remained unremedied 7 Business Days after receiving written notice of that breach; or
  - 2.a.2 if the other Party enters into liquidation whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation with the prior written approval of the other Party), or compounds with or makes any arrangement with its creditors or makes a general assignment for the benefit of its creditors, or if it has a receiver, manager, administrative receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it ceases or threatens to cease to carry on its business, or makes any material change in its business, or if it suffers any analogous process under any foreign law.
- 1.3 Either Party may request the termination of the Agreement at the end of the Current Term for any reason provided that written notice is given at least 7



Business Days before the end of the Current Term.

- 1.4 Upon the termination of this Agreement for any reason, the Affiliate shall remove the links established under this Agreement.
- 1.5 Upon the termination of this Agreement for any reason, all licenses granted shall also terminate.
- 1.6 In the event that the Company terminates this Agreement in accordance with Sub-clause 17.2.1, any Commission owed to the Affiliate at that time shall be forfeited.

## 18. Confidentiality

- 1.1 Each Party (a "Receiving Party") shall keep the Confidential Information belonging to the other Party (a "Supplying Party") confidential and secret and shall not use or disclose or make the Confidential Information available, directly or indirectly, to any person other than its officers and employees who need the Confidential Information to enable the Receiving Party to perform its obligations under this Agreement and provided that such officers and employees are also obliged to keep such Confidential Information confidential and secret. The foregoing obligations shall not apply to any information acquired by the Receiving Party which:
  - 1.a.1 at the time of its acquisition was in the public domain; or
  - 1.a.2 at a later date comes into the public domain through no fault of the Receiving Party.
- 1.2 Each Party hereby agrees and undertakes:
  - 2.a.1 that all Confidential Information shall be and shall remain at all times the sole and exclusive property of the Supplying Party;
  - 2.a.2 that its right to use Confidential Information shall wholly cease upon the termination of this Agreement; and
  - 2.a.3 to return to the Supplying Party on termination of this Agreement all material embodying Confidential Information (including information stored on digital media) or any part thereof and all copies thereof.

## 19. Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to, power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

## 20. Severance

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid, or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The

remainder of this Agreement shall be valid and enforceable.

**21. Notice**

Unless otherwise stated in this Agreement, the Parties agree that all notices to be served under this Agreement shall be in writing and may be sent by email to the other Party's Registered Email Address with a hard copy of the same to be sent by first class post to the addresses detailed at the head of this Agreement or as provided by the Affiliate during its registration for the Programme within 7 Business Days of the email.

**22. Entire Agreement**

- 1.1 This Agreement shall embody and set forth the entire agreement and understanding between the Parties and shall supersede all prior oral or written agreements, understandings or arrangements relating to the Programme or the relationship between the Parties. Neither Party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement, save for any representation made fraudulently.
- 1.2 Unless otherwise expressly provided elsewhere in this Agreement, the Agreement may be varied only by a document signed by both of the Parties.

**23. General**

- 1.1 **No Waiver**  
The Parties shall agree that no failure by either Party to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.
- 1.2 **Non-exclusivity**  
The relationship between the Parties shall be and shall remain non-exclusive. Both parties are free to enter into similar relationships with other parties.
- 1.3 **Non-assignment**  
The Affiliate may not assign any or all of its rights or obligations under this Agreement without the prior written consent of the Company, such consent not to be unreasonably withheld.

**24. Dispute Resolution (Arbitration)**

It is hereby agreed that where any dispute or difference relating to this Agreement arises between the Parties that matter shall be referred to the arbitration of a single arbitrator to be agreed between the Parties.


**25. Law and Jurisdiction**

- 1.1 This Agreement shall be governed by the laws of England and Wales.
- 1.2 Any dispute between the Parties relating to this Agreement shall be fall within

the jurisdiction of the courts of Scotland.

## SCHEDULE 1

### Company Trade Marks

Trade Mark	Details	Description
 The logo for PeopleMaps, featuring a green icon of two stylized figures and the text "peoplemaps" in a lowercase, sans-serif font.		PeopleMaps Logo

## SCHEDULE 2

### Service Packages

Details of products you can promote will be provided in email correspondence and they will be added to your PeopleMaps Affiliate Control Room.