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## Affiliate's Agreement.

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This Affiliate's Agreement has been posted on this web-site since November 6th 2008. Affiliates who may wish to read again the terms they have previously agreed to, should click the link archived versions.

**1(a).** The following Terms and Conditions will hereinafter be called "**the Affiliate's Agreement**"; irrespective as to whether or not the Affiliate made contact with the Registration Agents directly or was referred to them from a search engine or web-site, including, for the avoidance of doubt, any web-site administered by other Customers or Affiliates of the Registration Agents or from any other source whatsoever, whether through an on-line or off-line contact or publication or whether provided with written or verbal information about the Registration Agents' Services, the Affiliate agrees unequivocally that **the only parties to the Affiliate's Agreement** are **Our Pages Ltd** - Company Number 1557657, whose registered office is situated at The Lilies, Griffe Grange Valley, Grangemill, MATLOCK, Derbyshire, DE4 4BW, England, referred to, throughout the Affiliate's Agreement as the "**Registration Agents**" and the Individual or Organisation who completes the on-line Affiliate's Application process to become an Affiliate of the Registration Agents and who will be referred to throughout the Affiliate's Agreement as "**the Affiliate**"

**1(b).** The Affiliate or, if it is an Organisation, the individual who has the authority to act on its behalf, must confirm, by clicking a box during their on-line Affiliate's Application procedure, that they **can read, write and understand English and irrevocably accepts the Affiliate's Agreement in its entirety**, before they are able to complete their Affiliate's Application. By clicking the links within the body of this Agreement, explanatory notes are displayed and these have to be taken into account in the interpretation of the Affiliate's Agreement.

**1(c)** The Registration Agents will allow customers from the Affiliate's website (or web sites, if using more than one) to register one of their personal domain names which must be hosted on the Registration Agents' servers; the provision of this specific personal domain registration-hosting service including the provision of 16MB of server space and 10MB per day (300 MB per month) of bandwidth, for the customer to display and administer a web-site, will hereinafter be called "**the Personal Domain Service**".

**2(a).** The Affiliate warrants that **their Domain Name** (or Domain Names, if using more than one) that point to or are used for naming their website (or web sites, if using more than one) to publicise the Personal Domain Service, does not incorporate lewd, litigious or unpleasant words or abuse any trade mark, or has not been registered to pass off another firms' or person's trading name or mark or is a name that will be confusing to those contacting them because of the similarity with another person, organisation, club, society or a trading name that has already established goodwill.

**2(b).** The Affiliate affirms that they own the web site (or web sites, if using more than one) from which they promote the Personal Domain Service and agree to ensure that none of their web sites **will display or allow any link to** any other web-site, blogging pages or discussion forums or allow their own blogging pages or discussion forums (if forming part of any of their web sites) to provide information that could be construed as passing themselves or their visitors off, as some other person, group or organisation or to use any of their websites to make any unlawful, obscene, abusive, libellous, derogatory, offensive, cyber bullying or objectionable statements or any activity that is prohibited by law or for the promotion of violence, weaponry, hate sites, militant ideology or pornography in any form whatsoever or anything associated with the sex or escort industry or for displaying illegal or nuisance information that violates others' racial or religious rights and beliefs or discriminates against their gender, age or disabilities or to promote and/or sell drugs, medicines, medical and health advice and services, pyramid schemes, chain letters or any form of gambling or to harvest information and e-mail addresses to facilitate others to generate unsolicited communications, or to use any of their websites to advocate hacking, cracking or to assist in the creation and/or distribution of computer viruses, or to participate in any form of sending mass unsolicited e-mails, irrespective as to whether their Web Site (or web sites, if using more than one) is being used for Personal or Business use. **But, if the Affiliate becomes a victim because 'innocently' they have allowed their computer(s) to become a 'bot' or 'zombie' and therefore controlled by a third party**, resulting in their relaying spam, launching phishing scams

or being involved in denial-of-service attacks without their knowledge, then the Affiliate agrees to the Registration Agents blocking access to their servers from any infected computer until the third party's 'bot' has been removed by the Affiliate using anti-virus software to prevent future occurrences.

**2(c).** The Affiliate agrees, that, if they are found to be in breach of either item 2a or item 2b above, or fail to provide the Secret Answer in accordance with item 4(b) below or fail to respond to a Notice sent in accordance with item 8(c) below, then the Affiliate authorises the Registration Agents to terminate the Affiliate's Agreement immediately and they agree to forfeit payment of any outstanding commission; furthermore, the Affiliate agrees to accept the Registration Agents' decision, as regards their interpretation of any breach of the Affiliate's Agreement, which will be binding on them with no right of appeal.

**3(a).** The Registration Agents will display on the Affiliate's Commission Records Page, their unique URL to create a link to one of the Registration Agents' websites, from any web site owned by the Affiliate, but only after the Affiliate completes the on-line Affiliate's Application process.

**3(b). The Affiliate agrees to ALWAYS have an active link from at least one of their Web Sites to one of the Registration Agents' Web Sites and not to cancel the Affiliate's Agreement (in accordance with item 7(f) below) to be entitled to be paid Commission in respect of past, current or future Introduced new Customers.**

**4(a).** During their on-line Affiliate's Application procedure, the Affiliate must provide a User Name and Password which they will need to use to access their Affiliate's Commission Records controls page; the Affiliate agrees to choose a Password that is **not too short, easily guessed, not a real name or a word in the dictionary and should not be divulged to anyone** (it should consist of a combination of letters and numbers) but it can be changed anytime afterwards, via their Affiliate's Commission Records controls page.

**4(b).** Also, during their on-line Affiliate's Application procedure, the Affiliate will be asked to provide a Secret Answer to a Secret Question to help keep their account secure; if later the Registration Agents need to verify the identity of the Affiliate, or the Affiliate claims that their User Name and Password have been hijacked and are being used by somebody else to access their Affiliate's Commission Records controls page, then the Registration Agents will request the Secret Answer by sending an e-mail to the "Affiliate" who alleges that their User Name and Password have been hijacked; if the Registration Agents fail to have a reply within 14 days or receive a reply different from the Secret Answer, then the Registration Agents will be unable to e-mail a replacement password for the "Affiliate" to regain access to their Affiliate's Commission Records page, following which the Registration Agents need take no further action and the "Affiliate" agrees to forfeit their claim to disputed commissions and the Affiliate's Agreement will be terminated in accordance with item 2(c) above.

**4(c).** The Affiliate will be entitled to be credited **One pound commission** in respect of anyone who clicks the Want your own Web-Site? link or any alternatively worded promotional link, logo or advert originating from any of the Affiliate's Web Sites, providing the visitor from their web site subscribes to use the Personal Domain Service and continues using it for at least a further 3 months after their introduced customer's 7 days' trial period has ended. The affiliate's introduced customer will hereinafter be referred to as "**the new customer**". Payment of Commission will be made in accordance with item 4(h). **The Affiliate will not be entitled to any additional commission on any subsequent renewal subscriptions paid by the new customer who continues using the Personal Domain Service.**

**4(d).** If the new customer, referred from the Affiliate's website, completes the on-line Application process to subscribe to the Personal Domain Service during their first visit and does not cancel their subscription, One pound commission will be credited to them and displayed on the Affiliate's Commission Records controls page for each introduction.

**4(e).** The Affiliate accepts that, commission will only be credited if the Registration Agents can identify that the introduction has occurred by either being able to: **(i)** place a cookie on the new customer's computer, providing their web browser accepts cookies (most do), or **(ii)** by inviting the new customer to bookmark the Registration Agent's Web Site that they have visited after clicking the Want your own Web-Site? or any alternatively worded promotional link, logo or advert

originating from any of the Affiliate's Web Sites to publicise the Personal Domain Service. The Affiliate irrevocably accepts that the Registration Agents will only credit commission for an introduction to the person or organisation owning the web site that is recorded as the Introducer and is simultaneously viewable on the new customer's Administration Controls page and the Affiliate's Commission Records Controls page.

**4(f).** Through their Affiliate's Commission Records Controls page, the Affiliate can follow the progress of their introductions by viewing **(i)** the "registration status" of referrals from their Web Sites and **(ii)** the availability of cleared commission funds due to them on the next quarter day.

**4(g).** One pound commission will be held in trust on behalf of the Affiliate until paid over to them in accordance with item 4(h) below, details being shown on their Affiliate's commission Records Controls page.

**4(h).** If the provisions of item 7(g) below **NOT** apply, the Affiliate accepts that any commission will be paid to them by the Registration Agents, **ONLY** on **quarter days**, namely 25th March, 24th June, 29th September or 25th December and they also agree to make a commission claim **ONLY** for a **minimum of 10 new customers** who have been using the Personal Domain Service for at least **a period of 3 months**; the Affiliate agrees to [open a PayPal Account](#) (click link, then scroll down to the bottom of the PayPal page and click their 'Sign Up today' button, then select EITHER the 'Personal Account' or 'Business Account' option), into which the Registration Agents will deposit commission payments when the Affiliate becomes entitled to receive them. **ONLY** if these criteria are met, will the Affiliate be entitled to receive any Commission payment. An e-mail reminder will be sent to the Affiliate fourteen days in advance of a quarter day to remind them to **activate** the 'Commission Payments Button' on the Affiliate's Commission Records Controls Page in order for them to receive the Commission that they have become entitled to. The Affiliate agrees to forfeit commission in respect of a new customer introduced in accordance with item 4(c) above, if, they fail to meet the criteria for payment detailed in this item 4(h) within a period of 12 months from their introducing the new customer to the Registration Agents via the link on the Affiliate's website.

**4(i).** For the avoidance of potential fraud, the Registration Agents will only make commission payments to the PayPal Account e-mail address, as verified by the Affiliate when activating the Commission Payments Button in accordance with item 4(h) above.

**4(j).** The Affiliate accepts that they will have no claim whatsoever for any interest earned on funds that may become due to them from the Registration Agents in respect of any unpaid commission due to them for their introduction of new Customers to use the Registration Agents services.

**4(k).** The Affiliate agrees to make sure that their PayPal Account e-mail address and both their postal and any alternative e-mail address, as recorded on the Affiliate's Commission Records controls Page are correct, at the time of making a request for any Commission to be paid in accordance with items 4(h and i) above or item 7(g) below. The Affiliate agrees that the Registration Agents will not be held responsible for any payments credited to a wrong beneficiary as a result of the Affiliate failing to provide updated information.

**4(l).** If it is subsequently found that the new customer used a stolen debit or credit card number, **which can take up to 3 months before it is ascertained, but could be even longer**, the Affiliate agrees that they themselves will not be entitled to any commission and agree to reimburse the Registration Agents any commission payments made prior to their notification that a stolen debit or credit card number has been used by the new customer.

**5(a).** The Affiliate accepts that they are an independent contractor; nothing in the Affiliate's Agreement will create a partnership, joint venture, franchise, sales representative, or employment relationship between the Affiliate and the Registration Agents.

**5(b).** The Affiliate agrees that they will not make or accept any offers or representations on behalf of the Registration Agents or make any statement, whether on their Web Site (or web sites, if using more than one) or otherwise, on the Registration Agents' behalf.

**6(a).** The Registration Agents make no implied warranties about any potential income and also make no representation that the operation of their Web Sites or the Affiliate's links will be uninterrupted or error free at all times. The Affiliate agrees that the Registration Agents will not be

held liable for the consequences of any interruptions or errors. The Registration Agents will use their best endeavours to minimise the period during which their Web Sites and any Affiliate's links may be disrupted, should such an occasion arise.

**6(b).** For the avoidance of any misunderstanding whatsoever, the Affiliate affirms that neither the Registration Agents, their employees, agents or anyone else associated with them, shall be held liable to the Affiliate for any loss of business, contracts, profits or failure to achieve anticipated earnings or for any other indirect or consequential or economic loss whatsoever, irrespective whether such losses were caused because of mistakes, omissions, interruptions, loss of files and data, errors, defects, operation or transmission delays, failures in performance because of destruction, theft or any unauthorised access or for any other reason whatsoever.

**6(c).** The Affiliate accepts that the Registration Agents' total aggregate liability to them for any claim in contract, tort, negligence or otherwise arising out of or in connection with the Affiliate's Agreement, shall be limited to the commissions due to them, as detailed on their Affiliate's Commission Records controls page and no more. Any claim must be notified within 3 months of it arising.

**7(a).** The Affiliate's Agreement shall be governed by and construed in accordance with **English Law** and the Affiliate hereby submits to the non-exclusive jurisdiction of the English Courts and confirms that no reliance on any representations has been made, other than on those expressly stated in the Affiliate's Agreement. No change, alteration or modification to the Affiliate's Agreement shall be valid, **unless agreed in writing** by both the Affiliate and the Registration Agents.

**7(b).** The Affiliate agrees that the terms of the Affiliate's Agreement are severable. In the unlikely event that any term or provision is declared by a Court of Law to be invalid or unenforceable, the Affiliate and the Registration Agents will accept the Court's ruling, consistent with applicable law, to reflect the original intentions of the parties as nearly as possible in respect of any invalid or unenforceable provisions, but the remaining terms and provisions will remain in full force and effect.

**7(c).** The Affiliate attests that, at the time when they are entering into the Affiliate's Agreement in their personal capacity, that they are 18 years or older, and that, if acting for and on behalf of their Business or other Organisation, they do have absolute authority to enter into the Affiliate's Agreement on their behalf.

**7(d).** The Affiliate, or if it is an Organisation, the individual who has the authority to act on its behalf, agrees to periodically re-read the Affiliate's Agreement to ensure that they are not in breach of any of its conditions.

**7(e).** The Registration Agents will e-mail the Affiliate in the eventuality of any changes or revisions to the Affiliate's Agreement and will display the revised version of it on their web-site. If **within 30 days** of displaying it, the Affiliate notifies the Registration Agents by e-mail that the changes are unacceptable, the Registration Agents will reply by e-mail stating whether they agree to do business in accordance with the form of the Affiliate's Agreement as existed before the changes were made OR they will insist on the revised terms, but will grant the Affiliate the option to terminate the Affiliate's Agreement if still unacceptable. In this event, the Registration Agents will pay the Affiliate any outstanding Commission payments due to them strictly in accordance with item 4(h) above, after which the Affiliate's Agreement will be terminated.

**7(f).** On the other hand, the Affiliate's Agreement can be terminated by the Affiliate at any time by informing the Registration Agents with a Notice, sent in accordance with items 8(a) or 8(b) below, but the Affiliate accepts that, following their termination of the Affiliate's Agreement, they will not be entitled to any further commission payments and that any unpaid commission will be forfeited and retained by the Registration Agents.

**7(g).** The Affiliate agrees that the Registration Agents may discontinue the Personal Domain Service without notice, should they so desire and without giving their commercial reasons. Should this happen, the Affiliate agrees to the Affiliate's Agreement being terminated immediately but will be allowed to make a claim for any outstanding commission retained in the Clients' Account in respect of their introduced new customers who have used the Personal Domain Service for at least **a period of 3 months**, irrespective as to whether or not their claim will be in respect of 10 or fewer Introduced new customers. The Affiliate agrees to the payment of any bank charges involved in transferring commission to them from the Clients' Account, following the discontinuance by the

Registration Agents to provide the Personal Domain Service. The Affiliate agrees that they will have no further claim whatsoever against the Registration Agents in connection with this Affiliate's Agreement, once they have received payment in accordance with the above provisions.

**8(a).** Any notice, direction or other communication given under the Affiliate's Agreement by the Affiliate, shall be in writing and written in English and can be sent by e-mail or postal mail. In the case of an e-mail, a valid notice shall only be deemed to have been given to the Registration Agents when an **electronic confirmation of reading** has been obtained by the Affiliate. E-mail notifications to the Registration Agents must be sent to: [cpfs@ourpages.com](mailto:cpfs@ourpages.com)

**8(b).** In the case of notices sent by postal mail, they must be made by "**registered postal delivery**" to: Our Pages Ltd, The Lilies, Griffie Grnge Valley, Grangemill, Matlock, Derbyshire, DE4 4BW. England.

**8(c).** Notices, sent by the Registration Agents to the Affiliate, will be e-mailed to the last address provided by the Affiliate as recorded when they completed their on-line Affiliate's Application process, or to any replacement e-mail address. Should an e-mail sent by the Registration Agents be undeliverable to the Affiliate's last reported e-mail address, the Registration Agents will make two further attempts to send it again at 7-day intervals; if they are still unable to deliver, then the Affiliate irrevocably agrees that the Registration Agents have their permission to immediately terminate the Affiliate's Agreement in accordance with item 2(c) above.

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**Commission details instantly updated!** Each introduction from an Affiliate's website will be recorded on their Affiliate's Commission Records controls page and the New Customer's Administration Controls page from the very moment that their introduced Customer registers a website address with the Registration Agents.

**Tip!** Before entering into the Affiliate's Agreement, we strongly recommend that you spare a few minutes to [create](#) one of Our Pages Ltd's online web-sites for yourself; afterwards, you will be left with no misconceptions as to what service you would be publicising to the visitors to your website. If, as an Affiliate, you already have a website, you will have no need to actually subscribe to Our Pages Ltd's Personal Domain Service, and, although your newly created website will be instantly visible on the Internet, it will automatically be deleted after 24 hours of failing to subscribe to use the website you created.

**If you agree with the terms detailed in the Affiliate's Agreement and own a qualifying Domain Name and Web Site** that do not conflict with items 2(a and b) of it, you are invited to commence the on-line Affiliate's Application process.