

## **Cassini Publishing Ltd Affiliate Application**

### **1. Application**

Apply to join the Cassini Maps Affiliate scheme and you can start earning money today. Read on to see how you can:

- Earn up to 10 percent in referral fees.
- Sign up and start directing internet traffic to Cassini Maps through specially formatted links that allow us to track sales.
- Receive quarterly payments
- Log in to the secure Affiliates area where you can track your performance reports.

Apply now and we will email you with your unique Affiliate code, password and instructions on how to get started\*\*.

\*\* subject to applicants being accepted by Cassini Maps as eligible for Affiliate status.

### **2. Terms of use**

This Agreement contains the complete terms and conditions that apply to your participation in the Cassini Affiliate Scheme (the "CAS").

In this Agreement,

"We/Us/Our" means Cassini Publishing Ltd;

"You/Your" means the legal person applying to join CAS;

"Links" means the html code supplied by Us to You that You add to your website or emails which allow us to track customers referred to us by you.

"Products" means products offered by Cassini via our website

"Customers" means customers introduced who follow the links to our Website and during that session purchase products from our website.

"Website" means [www.cassinimaps.com](http://www.cassinimaps.com)

### **3. Enrolling as an affiliate**

To begin the enrollment process, you will submit a complete the CAS application via our website. We may reject your application at our sole discretion.

#### **4. Linking to our site**

After you have joined CAS, you will provide one or more links. You will be solely responsible for implementing the links and we shall not be liable to you for any loss of commission resulting from for any failure in implementation.

#### **5. Commission**

You will earn a commission of [ten] percent (10%)

You will be paid commission net of any refunds for all purchases made by customers introduced by you to us as an affiliate while you remain an affiliate.

Commission due to you will be calculated for the previous three months (or part thereof in the case of the first period) as to March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup> net of any refunds made at any time prior to the payment due date which shall be two calendar months after the end of the three month period. If VAT is due on any commission we shall pay this in addition to any commission subject to you supplying to us a VAT invoice. We also reserve to suspend commission payments with if we believe that there has been any fraudulent attempts to use the service.

If the commission for any period is less than £25 it will not be paid to you but carried forward to the next period.

#### **6. Contact Details**

It is your responsibility to make sure that we are notified of any change in your details such as bank details, email or postal address. All claims for commission must be made within six months of the end of the relevant period otherwise such commission shall be waived. All cheques for commission payments must be encashed within six months otherwise commission shall be waived. If you do not make a claim for commission due within six months of the end of the relevant period you waive your right to claim such commission. If you receive commission payments by bank transfer and any payment is returned because you fail to you fail to inform us of change of bank details you right to claim that commission shall be waived six months after the date of that transfer.

#### **7. Policies and operating procedures**

Customers purchasing products from Cassini through this CAS will be deemed to be customers of Cassini. Accordingly, all Cassini rules, policies, and operating procedures concerning the products will apply to those customers. We may change our policies and operating procedures at any time.

#### **8. Limited License**

We grant you a non-exclusive, non-transferable, non-sublicensable, revocable right to use our logos and text for which we grant express permission, solely for the purpose of identifying your site as a CAS participant. You agree that you will not engage, participate or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and or reputation of Cassini. We may revoke your license.

## **9. Your Responsibility**

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. You will indemnify, defend and hold us harmless from all claims, damages, and expenses (including, without limitation, legal fees) relating to the development, operation, maintenance, and contents of your site as well as any goods or products provided or made available by you. These obligations will survive any termination of this Agreement. You acknowledge and agree that your Web site information (name, URL, traffic counts, etc.) may be utilized by Cassini. Possible uses include (but are not limited to) lists of the busiest sites, lists of member sites, etc. The information provided by Cassini to you may be proprietary in nature. You acknowledge that you are not a competitor of Cassini, and agree not to share this information with any of our competitors. Any violation of these terms and conditions may cause us to terminate this agreement.

## **10. Term**

The term of this Agreement will begin upon our acceptance of your application and will end when terminated by either party. Either you or Cassini may terminate this Agreement at any time, with or without cause, by giving the other party written or emailed notice of termination. You are only eligible to earn referral fees on domain name registrations occurring during the term of this Agreement only. We may withhold your final payment to ensure that the correct amount is paid. Your site is subject to periodic review. If we determine at any point after acceptance into our CAS that your site is not suitable for the CAS, we may unilaterally end the status of your site as an Affiliate.

## **11. Modification**

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a new agreement on our site. Your continued participation now, or within thirty (30) days following the posting notice of any changes in these terms and conditions, will constitute a binding acceptance by you of such rules, changes or modifications. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. Your continued participation in the CAS following our modifications will constitute a binding acceptance of the change.

## **12. Limitation of Liability**

We will not be liable for indirect, special or consequential damages (or loss of revenue, profits or data) arising in connection with this agreement or the affiliate CAS, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this agreement and the affiliate CAS will not exceed the total Affiliate Referral Fees paid or payable to you under this agreement.

### **13. Disclaimers**

We make no express or implied warranties or representations with respect to the CAS or any products sold through the CAS including, without limitation, warranties of fitness, merchantability, non infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage. In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

### **14. Independent Investigation**

You acknowledge that you have read this agreement, have had an opportunity to consult with your own legal advisors if you so desired, and agree to all the terms and conditions set forth herein. You agree that, in interpreting this agreement, no weight shall be placed upon the fact that this agreement has been drafted by us, and you shall not assert that this agreement is unenforceable or invalid on the grounds that it is a contract of adhesion, that it is unconscionable or any similar theory. You understand that we may at any time, directly or indirectly, solicit customer referrals on terms that may differ from those contained in this agreement or operate web sites that are similar to or compete with your web site. You have independently evaluated the desirability of participating in the CAS and are not relying on any representation, guarantee or statement other than as set forth in this agreement.

### **15. Miscellaneous**

This Agreement will be governed by the English law, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the courts of England and Wales, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.