

Napoftheday.co.uk – Affiliate Program Terms and Conditions

Please read these terms and conditions carefully.

By becoming a member of the Napoftheday.co.uk Affiliate program you are explicitly agreeing to the terms and conditions set out below.

If you do not agree with the terms and conditions (or are not authorised to do so) you must contact us to arrange for your affiliate account to be terminated.

To contact us with any questions, go to: <http://www.napoftheday.co.uk/amember/member.php>

This Agreement

This Agreement (the "Agreement") sets out terms and conditions agreed between us, Napoftheday.co.uk (part of the HRS Publishing network) ("NOTD", "we" "us" or "our" as applicable) and you (being the individual or organisation participating in our affiliate program) ("you" or "your" as applicable).

This Agreement replaces any and all previous terms and conditions for our affiliate program.

We may change all or any part of this Agreement at any time. Notice of any changes will be given by us to you to via email to your registered email address with us. We will endeavour to give you seven days notice of any changes.

If you do not agree to any changes notified to you then you must terminate this Agreement with us. Your continued participation in our affiliate program after we issued notice of any changes to this Agreement the changes will constitute your explicit acceptance of those changes.

In this Agreement (except where the context otherwise requires) clause headings are included for convenience only and shall not affect the interpretation of this Agreement. The singular includes the plural and vice versa.

Term and Termination

This Agreement shall start on the date you successfully open an affiliate account with us shall continue thereafter unless and until terminated.

Either party may terminate this Agreement on delivery of prior written notice to the other party. Any commissions owing to you from us at the time of termination will be paid within 14 calendar days of the date of termination.

Intellectual Property

We grant you a non-exclusive and worldwide licence to display/use any promotional material made available by us for you to use but solely for the purposes of this Agreement. Any and all intellectual property rights and any goodwill arising in any promotional materials shall remain our property.

Warranties

You warrant, represent and undertake to us that you have obtained and will maintain in force all necessary registrations, authorisations, consents and licences to enable you to fulfil your obligations under this Agreement and that you fully comply with, and shall continue to fully comply with, all applicable laws and regulations.

You represent, warrant and undertake that any web site(s) on which you promote us shall include no material or subject matter/content which is defamatory, pornographic, unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically, or otherwise objectionable or discriminatory, violent, politically sensitive or otherwise controversial or in breach of any third party rights and shall not link to any such material.

You warrant that you shall at all times comply with the all relevant laws and legislation and that you shall indemnify on demand and hold harmless us from and against any and all losses, demands, claims, damages, costs, expenses (including, but not limited to, consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by us in consequence of any breach by you of this warranty.

Disclaimer

We make no representation that the operation of our web site will be uninterrupted or error-free and we shall not be liable to you for the consequences of any interruptions or errors.

In no event shall we be liable for any loss of use, loss of data, interruption of business, or any special, indirect, consequential (including but not limited to lost profits), incidental, exemplary or punitive damages of any kind arising, directly or indirectly, out of this agreement (even if such damages are foreseeable or we have been advised or has constructive knowledge of the possibility of such damages).

Links and other promotional materials and use thereof

You shall prominently and continually display the most up to date links and other promotional material provided by us on your site(s) in a manner and location which may be agreed between you and us.

We reserve the right to monitor our Links and/or other promotional material on your site(s) to ensure you are complying with the terms of this Agreement.

If we discover that your use of any Link or promotional material is not in compliance with the terms of this Agreement we may terminate this Agreement without notice.

We may make email-related promotional material available for you to use. If you use such promotional material and/or compose your own email promotional material to use to promote us, you **MUST NOT UNDER ANY CIRCUMSTANCES SEND ANY EMAIL WHICH MAY BE CONSIDERED AS UNSOLICITED OR "SPAM."** You shall **ONLY** promote us by email to people from whom you have explicit permission to contact by email – for example 100% double opt-in mailing lists you own yourself.

If you do "spam" and/or send any other form of unsolicited or illegal email communication we may terminate this Agreement without notice and you shall forfeit any and all commissions which may be due from us to you.

You shall not under any circumstances attempt to artificially increase monies payable to you by us. We shall not be liable to you in any way if we are unable to identify a Customer as originating from you.

Payment of Commissions

We will pay you a set commission of 20% of all subscription payments successfully received by us from customers who successfully subscribe to our services via you – customers you refer to us through your own legal promotion of us and this Agreement.

Commission is on a recurrent basis. For illustrative purposes if you refer a monthly subscriber to us and that customer remains with us for six months you will receive 20% of each monthly subscription paid to us by that customer.

The amount of commission owing to you may change in the event of us suffering from, for example, charge-backs or other fraudulent activity including but not limited to non-payment of a customer's subscription and/or refunds made to a customer.

The amount of commission paid will be the amount shown in our tracking software. Any and all calculations in connection with the amount of commission payable to you will be made by us and based solely on our systems' data and records. Our calculations shall be final and binding.

You may check your commission position and other affiliate-related information to your affiliate account only at <http://www.napoftheday.co.uk/amember/member.php>

Any commissions owing to you will be paid to you by us in pounds sterling. The method of payment shall via PayPal to the email account you register with us in your affiliate account.

IT IS YOUR SOLE RESPONSIBILITY TO KEEP YOUR EMAIL ADDRESS UP TO DATE AND CURRENT. We cannot and will not be responsible for any commissions which do not reach you due to your email address registered with us not being up to date and current.

We will pay any commissions owing to you within 14 calendar days from the end of the previous month. For example commissions generated in May will be paid on or before 14 June.

If an error is made in the calculation of your commission we reserve the right to correct such calculation and reclaim any overpayment from future commission payments which may be due from us to you.

General

This Agreement constitutes the entire Agreement and supersedes any previous agreement between the parties. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other.

Neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way whatsoever. This Agreement shall be governed by English law.