

**PREFERRED PARTNER SCHEME: HEREAFTER REFERRED TO AS THE AFFILIATE SCHEME
STANDARD TERMS AND CONDITIONS OF BUSINESS**

Clonezone & Clonezone Direct are all trading names owned by **Libertybelle UK Ltd** (“**LB**”), company number 06780079, registered in England. **LB** reserves the right to amend and update these Terms and Conditions at any time. Affiliates are therefore advised to log into their accounts regularly

1. Commencement and Termination

This Agreement shall come into force upon your acceptance as an Affiliate (and consequently your ability to participate in the **LB** Affiliate Scheme (“Scheme”) and shall remain in effect until terminated, whether through closure of your account (for any reason) or superseded by updated Terms and Conditions.

Once you have submitted your application, we will notify you by email to let you know whether you have been successful or not. At our sole discretion, we may choose not to accept an applicant that we feel is unsuitable and we shall be under no obligation to disclose why we have not accepted an applicant.

All applicants must prove to **LB** that he/she (or his/her employer) has legal ownership of the websites/domains on which he/she intends to place **LB**'s link or banner. The applicant must also be able to provide an email address linked to their domain.

The Affiliate is entitled to terminate this Agreement with immediate effect at any time. The Affiliate must cease to participate in the Scheme immediately on the termination of this Agreement and delete all links to **LB**'s websites and, for the avoidance of doubt, the Affiliate shall not be entitled to receive any Commission on any referrals made after the termination date.

LB is entitled to terminate this Agreement and/or suspend the Affiliate at any time giving 24 hours' notice or without notice in the case of fraud or deliberate misuse (see below), actual or suspected. **LB** may also terminate this Agreement without notice if we believe the Affiliate site is promoting something illegal or against the principles of **LB**'s businesses.

The Affiliate shall acquire no rights following the termination of this Agreement to use Intellectual Property Rights of **LB**, including domain names or any text or images, banners or any other works created by or for **LB**. Any customer information gained through use of the Scheme shall remain the property of **LB** and the Affiliate shall not have rights of access to it.

2. Commission and Payment

Commission is calculated as follows:

On Net sales (excluding VAT, postage and packing income) up to £500 a month –15%.

On Net sales (excluding VAT, postage and packing income) over £500 a month – 10% on the first £500 and 7.5% on the excess over £500 a month.

For clarification, a Net sale is a referral from the Affiliate's approved web site containing **LB**'s link or banner that leads to an order being placed successfully and paid for in full. Should that order be later cancelled or credited, future commission payments will be adjusted accordingly.

Payment is only made to Affiliates in the UK that have a minimum balance of £100 (One Hundred pounds) in their account. All Affiliates outside of the UK must have a minimum balance of £150 (One Hundred & fifty pounds) in their account before payment is made.

LB will provide the Affiliate with access to its reporting system showing commission earned within a chosen date range. It is the responsibility of the Affiliate to check his/her reports to ensure that the commission shown is correct. **LB** accepts no responsibility for any errors or omissions and their consequential implications. In the event of any arithmetic error shown on our reporting system, **LB** shall override commissions shown via manual calculations before any payment is made.

In the event of any Affiliate fraud, all transactions in the Affiliate's account will be reversed. In addition, **LB** may recover any payments made before fraud has been detected. We also reserve the right to take legal or criminal action against the companies and individuals involved.

In order to receive payment, Affiliates must first check their account to obtain amounts due (**LB** will not automatically contact Affiliates or provide a statement). Affiliates must then supply an invoice, addressed to **Libertybelle UK Ltd**, before payment will be made. All invoices must include full legal trading details, including a VAT number where appropriate, and Bank Account details for electronic payment. Nothing in this Agreement shall create, or be deemed to create, a partnership or relationship of employer and employee between **LB** and the Affiliate.

The Affiliate is responsible for the payment of all tax and national insurance payable on any payments made to him/her by **LB**.

3. Indemnification

The Affiliate shall keep **LB** indemnified against any claims for damages or other claims for compensation arising from the contents of the Affiliate's website or any incorrect information given to **LB** by the Affiliate. The Affiliate shall also compensate **LB** for any other damages or costs caused by the Affiliate's improper, negligent or unauthorised use of **LB's** Scheme and technical problems or loss of data caused by the Affiliate on **LB's** website or on any website to which the Affiliate is linked by **LB**.

4. Liability - System failure, viruses, damages, downtime

LB shall not be liable to the Affiliate for defects in the Scheme, interruptions in the accessibility to the Scheme, infringements on data or loss of data on the information handling system, defects in the security system or viruses or other harmful software components, loss of profits, contracts, loss of reputation, loss caused by any third party deleting, removing, deactivating or tampering with the Affiliate Tracking Service or other indirect or consequential loss whether arising from negligence, breach of contract or whatsoever.

5. Liability Limits

LB's total liability to the Affiliate, including in contract and tort (including the tort of negligence), shall not exceed 100% of the commission paid to the Affiliate in the last 6 (six) months or £10,000 (ten thousand pounds), whichever is the lower. **LB** cannot guarantee or warrant the performance of **LB's** Scheme or the links to any linked websites. **LB** shall not be liable for any error in the implementation of the links on the Affiliate's website or for the specified function of the links.

6. Legal Content and Approval

The Affiliate is solely responsible for his/her website and all its contents and shall ensure that they conform at all times to all applicable laws and regulations. If the Affiliate is based outside of the United Kingdom then they must also undertake to ensure their website is compliant with the laws of the United Kingdom.

The Affiliate shall not use his/her links with any website/service that is not registered with or notified to **LB**.

7. Artificial Traffic and Traffic Generation

The Affiliate must not in any way generate or contribute to generating Artificial Traffic to **LB's** websites. The Affiliate should not use any means of artificial traffic to gain sales commission; this includes but is not limited to the use of software or products that alter fellow Affiliates' link codes or intercept click through traffic from the Affiliate to **LB's** sites. This includes but is not limited to the use of Ad-Words or Pay-Per-Click (PPC) systems.

The Affiliate may not use links in software programs without first submitting a full copy of the software for review by **LB**.

The Affiliate is not permitted under any circumstances to use any of **LB's** trading names, trademarks, logos etc without the express written permission and approval of any marketing information (e.g. email-outs).

8. Copyright / Intellectual Property

LB owns all copyrights, trademarks, intellectual property rights, know-how or any other rights connected to the Scheme or software necessary for the Scheme. The Affiliate does not acquire any rights or licenses whatsoever under this Agreement other than to use links to certain **LB** websites on the terms of this Agreement.

9. Affiliates' Information e.g. email, performance statistics

The Affiliate consents to the publication of the Affiliate's name and web address etc on **LB** websites and **LB** newsletters and to using the information given by the Affiliate for marketing purposes. The Affiliate confirms that in order to enable **LB** to improve and/or promote or market the Scheme, **LB** may produce statistics or summaries relating to the use of the Scheme.

LB may contact the Affiliate by email, telephone or post for feedback relating to the Scheme, including any ways in which it might be improved.

10. Legal Age

The Affiliate confirms to **LB** that the Affiliate is not a private individual less than 18 years of age. If you are under 18 years old and would like to become an Affiliate, you must get a parent or guardian to sign up on your behalf.

11. Severability (Entire Agreement)

If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any aspect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. Applicable Law

LB shall not be liable for the legality of **LB's** Scheme in countries other than the United Kingdom. The Affiliate is solely responsible for the legality of the use of the Scheme if the Affiliate has registered **LB's** Scheme from a country other than the United Kingdom or if the Affiliate's website is on a server in a country other than the United Kingdom.

This Agreement is subject to the laws of England. If any dispute arises out of this Agreement, the parties will attempt to settle it by a mediation procedure as the parties may agree in writing.