

PeeSting® affiliate programme terms and conditions

The purpose of the PeeSting® affiliate programme is to reward affiliates for any new customers that they refer to PeeSting® by properly advertising the PeeSting® prescription through legitimate methods.

By clicking on the 'join us now' icon you agree to abide by the terms and conditions detailed in this agreement.

This agreement contains the complete terms and conditions that apply to your participation as a member of the PeeSting® affiliate programme. This agreement constitutes the entire agreement between PeeSting® and the affiliate and any pre-existing agreement or arrangement between PeeSting® and the affiliate shall be terminated forthwith upon completion of this agreement, save that any outstanding commissions owed to you prior to the revocation of your affiliate status will be credited to the affiliate's account and can be used to purchase PeeSting® products.

Your acceptance of these terms and conditions will be indicated by clicking on the 'join us now' icon.

PeeSting® affiliate programme terms and conditions

1. Definitions

"this agreement" shall mean the contents of the contract between PeeSting® and the affiliate in respect of the affiliate programme.

"PeeSting®" shall mean Nutra Cure Limited of (Company No. 12281937), whose registered office is at Unit 1, Grove Business Park, White Waltham, Maidenhead, England, SL6 3LW.

'the Site' shall mean PeeSting®.com website.

'the programme' shall mean the affiliate programme as set out on the site and that is governed by this agreement.

'the link' shall mean the HTML link provided from time to time by PeeSting® to link the affiliate's website to the site.

'the affiliate' shall mean the party who agrees to take part in the programme.

2. The Programme

2.1) The programme shall be the affiliate programme as set out on the site from time to time.

2.2) PeeSting® is entitled to vary, amend or cancel the programme without giving notice to the affiliate. PeeSting® may make any such change by publishing any revised terms on the site.

2.3) The programme is expressly a business-to-business relationship and both PeeSting® and the affiliate enter into it in a business capacity and not as a consumer.

2.4) The programme does not entitle the affiliate to represent themselves as an agent, partner or any other form of associate of PeeSting® other than as an affiliate as expressly provided for in this agreement.

3. Suitability for the PeeSting® affiliate program

3.1) PeeSting® reserves the right to terminate this agreement and the affiliate's status at any time for any reason whatsoever at its sole discretion.

3.2) In particular if PeeSting® deems that the affiliate's website or social media sites are inappropriate for the programme then this agreement shall be terminated. The affiliate's website or social media sites may be deemed inappropriate if, in the view of PeeSting®, it contains, promotes or contains links to sites that are:

3.3) discriminatory, sexually explicit or violent material, or

3.3) promote, depict or contain links to material that promote or depict discrimination based on race, gender, religion, national origin, physical or mental disability, sexual orientation, or age, or

3.4) contains unlawful material, this shall include but not be limited to materials that may possibly violate another's intellectual property rights, or

3.5) contains information regarding, promotes or links to a site that provides information or promotes illegal activity, or

3.6) for any other reason that is deemed by PeeSting® (at its sole discretion) to be unsuitable.

3.7) Upon clicking on the 'join us now' button you are automatically accepted on the programme. PeeSting® reserves the right to withdraw affiliate status at any time after you have been accepted onto the programme for any reason that

PeeSting® deems relevant. Acceptance into the programme does not mean that PeeSting® has specifically approved the affiliate or its website or social media sites.

4. Legitimate methods of advertising

4.1) In order to receive commission's for referring customers to PeeSting®, the affiliate must engage in proper advertising. Affiliates found to be engaging in improper advertising shall have their agreement terminated and their affiliate status revoked. PeeSting® shall be the sole and absolute arbiter of what constitutes proper advertising.

4.2) A non-exhaustive list of examples of improper advertising shall include but not be limited to:

4.2.1) the forwarding of any urls direct to PeeSting®.com (this includes misspells of the above trademark domain); and

4.2.2) forcing cookies through iframes;

4.2.3) advertising through third party networks; with the exception arising from Clause 4.3 below;

4.2.4) brand bidding (including misspells) for PPC advertising,

4.2.5) including your PeeSting® affiliate link within unsolicited commercial email (UCE) or SPAM,

4.2.6) including any of PeeSting® url in search adverts.

4.3) Affiliates are permitted to promote PeeSting® through various social media communities, as a limited exception to Clause 4.2.3 above. However, affiliates are not permitted to create groups or specific web pages in social communities whereby they purport or hold themselves out to be representatives of PeeSting®.

4.4) PeeSting® reserves the right to conclude that you have engaged in an improper method of advertising according to our standards, at our sole discretion. We may come to such a conclusion even if it is based upon our opinion or mere suspicion or belief and is without any duty on PeeSting® to prove that our opinion or suspicion is well-founded; and even if our opinion is proven not to be well-founded or if other hosting/domain name companies have not deemed it to be an improper method of advertising.

4.5) Any affiliate found to be adopting improper methods of advertising for the purpose of the programme shall be deemed to have been in breach of this agreement and shall have their affiliate status revoked. Such an affiliate will therefore immediately cease in being an affiliate of PeeSting®.

4.6) Any sales that have been generated through improper advertising will not qualify for commission or credit from PeeSting®.

4.7) Any affiliate found to be utilising these or any other improper methods of advertising may be required to pay back any such commission that has been paid by PeeSting® to them. If PeeSting® elects not to enforce this right it shall not be deemed to be a waiver of any other rights that it may have under this agreement.

5. The Procedure

5.1) Subject to the terms of this section, we will provide to you all links, and any related banners, graphics, or text advertisements necessary to promote and offer the PeeSting® services to your site's visitors and/or its members. The PeeSting® link may contain any picture, text, logo, graphic, that maybe be attributed with PeeSting®.

5.2) PeeSting® reserves the right to change the content and or display of the link from time to time in our sole discretion. The link will connect your site with the area on our site (the landing page) where your referral may apply for PeeSting® products directly with us. The presence of the PeeSting® link on your site will serve to identify you as a member of our affiliate programme.

6. The Payment of Commission

6.1) Once a customer has arrived at our website having followed the link, their actions on our website will be tracked for 60 days using a cookie. You will earn commission on their first order that is placed during the 60-day period. PeeSting® will not be responsible for commissions missed due to the cookie being deleted or blocked or in any other way failing to track the customer from the link.

6.2) Affiliates will only earn commission fees with respect to activity on our site occurring directly through the link that will appear on their website.

6.3) PeeSting® is under no obligation whatsoever to pay any commission to any affiliate who does not strictly follow this agreement as published from time to time.

6.4) PeeSting® reserves the right to take legal action against any affiliate that commits fraud, or conspiracy to defraud and to recover any commissions paid to an affiliate which was earned as a result of such fraud. For the purposes of this agreement fraud shall include but not be limited to wittingly violating the terms of this agreement.

6.5) PeeSting® will only make a payment to the affiliate when the level of commission due at the end of a given calendar month is above the commission balance threshold.

6.6) The commission balance threshold for the purpose of this agreement is £25.

6.7) PeeSting® reserves the sole right to change the commission balance threshold at any time it sees fit without the prior consent of its affiliates. In the event of a commission balance threshold change PeeSting® shall notify all its affiliates of the change beforehand. If any modification to the commission balance threshold or the agreement is not acceptable to an affiliate, the affiliate shall be entitled to terminate this agreement. If an affiliate terminates this agreement for any reason whatsoever then it shall not be entitled to any commission payments earned after it has terminated this agreement.

6.7) The affiliate's continuing participation in the programme constitutes its acceptance of any change to the commission balance threshold or to any other part of this agreement.

6.8) Affiliates that exceed the commission balance threshold will automatically be paid by their agreed payment method. Affiliates that do not exceed the commission balance threshold can carry their balance forward to the following month. This process shall continue until the client reaches the commission balance threshold when they will be entitled to receive a payment from PeeSting®.

6.9) PeeSting® will only pay out commissions on sales that are 30 days old. Commissions for sales over 30 days old will be paid once the £25 threshold is reached.

6.10) It is the sole responsibility of an affiliate to make sure that their contact details and payment details are up to date and accurate on the PeeSting® system in order to facilitate payments reaching them.

6.11) Affiliates will only be paid commissions for the first order made by their referral customer only. Commissions will not be not paid on orders made by existing PeeSting® customers. PeeSting® will not pay commission for products

that an affiliate purchases for itself through the link. The PeeSting® system will simply not recognise this as an affiliate sale. Web agencies or resellers purchasing products through their account for other people are encouraged to contact PeeSting® directly for information on how they can become eligible for commission.

6.12) The rates of commission payable to the affiliate from time to time shall be published on the site and this shall be included in this agreement as schedule 1 to it. Schedule 1 may be amended or varied by PeeSting® at any time without reference to the affiliate. Any revised rates of commission payment shall take effect from the day that the amended schedule 1 is published on the site.

7. PeeSting® Obligations

PeeSting® agrees to undertake the following obligations:

7.1) provide all information necessary to allow the affiliate to make necessary the link from the PeeSting®.com to the affiliate's site,

7.2) processing all orders for PeeSting® products placed by a referral following the link,

7.3) tracking the number and amount of relevant sales generated through the link,

7.4) providing information to you regarding commission payments,

7.5) credit card authorisations, payment processing, cancellations, returns, and all other related customer service for PeeSting® for the purpose of our business, and

7.6) establishing the commission balance threshold, payment frequency and payouts of earned commissions as contained in section 6 of this agreement.

8. The Affiliate's Obligations

The Affiliate agrees to be solely responsible for the following and shall keep PeeSting® fully indemnified in respect of:

8.1) the content of the affiliate's site or any site that they may be connected to,

8.2) any misrepresentation of PeeSting® or its products or services,

8.3) making of any false claims, representations or warranties in connection with PeeSting®,

8.3) ensuring that your site and your products and services that you offer from your site comply with all applicable copyright, trademark, any intellectual property right, Data Protection, anti-spam or any other applicable law,

8.4) obtaining permission to use another party's copyrighted or any other proprietary material,

8.5) the development, operation and maintenance of the affiliate's site and for all materials that appear on it. For the purposes of this agreement this shall include but not be limited to, the technical operation of your site and all related equipment; the accuracy and propriety of materials posted on your site; and ensuring that materials posted on your site do not violate or infringe upon the rights of any third party and are not libellous or otherwise unlawful or illegal. PeeSting® hereby disclaim all liability for all such matters,

8.6) Affiliates also agree to indemnify and hold harmless PeeSting®, its parent company, sister companies, subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, expenses, and costs insofar as such arise out of or are based on, or in any way connected with this Agreement.

8.7) complying with all applicable UK- and national laws and regulations in force from time to time this shall include, but not be limited to, the EU-directive 2002/58/EC, and

8.8) the payment of all tax and national insurance payable on any payments made to you by PeeSting®.

9. Right to Name as a Reference Customer

9.1) Affiliates shall not create, publish, distribute, or permit any written or graphical material that makes reference to PeeSting® other than those mentioned in this agreement or otherwise provided by PeeSting®, without the prior written consent of PeeSting®. PeeSting® reserves the right to refuse any request for consent under this agreement.

10. The License

10.1) PeeSting® grants to the affiliate a non-exclusive, non-transferable, revocable right to access the PeeSting®.com site through the link solely in

accordance with the terms of this agreement. This license shall be used solely in connection with the link, and it will extend to the use of our logos, trade names, trademarks and similar identifying material relating to PeeSting® and which PeeSting® shall provide to the affiliate, for the sole purpose of establishing the link to PeeSting®.com so customers can purchase PeeSting® products.

10.2) Affiliates cannot modify or change the link or any other materials provided by PeeSting® in any way.

10.3) Other than establishing the link, the affiliate shall not make any use of any of the licensed materials noted in the afore mentioned paragraph provided by PeeSting® without first obtaining the prior written consent of PeeSting®. Affiliates shall not use the licensed materials in any manner that is inappropriate or that is in any way detrimental to the PeeSting® brand or any other brands.

10.4) PeeSting® reserves all of its rights in the materials provided and all of its other proprietary rights. PeeSting® shall be entitled to revoke this license to use the link or the materials at any time and at its sole discretion.

10.5) The licenses described in this section shall expire upon the termination of this agreement.

10.6) Any inappropriate use of the link, text, banners or other advertisements not expressly approved of in writing or provided by PeeSting® may be cause for immediate termination of this agreement.

11. Terms of the agreement

11.1) The terms of this agreement will begin upon your signup with the programme and will end when your affiliate account is terminated.

11.2) Upon the termination of this agreement any commission that has not yet reached the commission threshold shall be turned into credit which can only be used to purchase products from PeeSting®. Affiliates that have reached the £25 commission threshold will be paid upon the termination of the agreement subject always to the terms of this agreement as shall be published from time to time.

12. Modification

112.1) PeeSting® reserves the right to modify or otherwise change the terms of this agreement at any time as it sees fit. PeeSting® shall make such modifications by way of publishing revised terms on the site. Affiliates only remedy in the event of revised terms of this Agreement being published shall be

to terminate this Agreement. An affiliate shall be deemed to have accepted any modification to this agreement as published from time to time.

13. Limitation of Liability

13.1) PeeSting® shall not be liable to the Affiliate or to any other person, for indirect, incidental, or special damages, lost profits, loss of goodwill, lost savings, or any other form of consequential damages, regardless of the form of action, even if PeeSting® has been advised of the possibility of such damages, whether resulting from breach of its obligations under this agreement or otherwise.

13.2) PeeSting® entire liability in respect of any liability arising under this agreement will not exceed the total commission fees paid or payable to the affiliate under this agreement.

13.3) PeeSting® makes no warranties, either express or implied, concerning the performance of the PeeSting® products. This includes but is not limited to the link or any other affiliate advertisements and hereby expressly disclaims all implied warranties, including warranties of merchantability or fitness for a particular use or purpose.

13.4) PeeSting® shall under no circumstances be liable to the affiliate or to any other person or entity for any loss, injury, or damage, of whatever kind, resulting from or arising out of any mistakes, errors, omissions, delays, or interruptions in the receipt, transmission, or storage of any messages or information arising out of or in connection with the programme or PeeSting®.

14. Governing Law

14.1) This Agreement is governed by, and is construed in accordance with the laws of England and Wales.

14.2) The Courts of England and Wales shall have jurisdiction to hear any disputes arising from this Agreement.

14.3) PeeSting® shall not be liable for the legality of PeeSting® products in countries other than the United Kingdom.

14.4) Affiliates are solely responsible for the legality of the use of the products if the affiliate in question is registered to PeeSting® service 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.

15. Acceptance

15.1) By clicking on the 'join us now' icon the affiliate acknowledges that they have read the terms and conditions of this Agreement, understand them and agree to be bound by them.