

Legal Agreements

The Purpose of this Agreement is to clarify the nature of your relationship with us. This Agreement in the most part deals with defining the operating terms of the relationship. It also refers to some Breach & Disciplinary Clauses. These clauses are intended to only be exercised on those rare occasions where some inappropriate behaviour has been committed and an affiliate is in breach of the Agreement.

Our intention is to create a successful and long-term relationship with our Affiliates and to ensure you are rewarded well for your efforts. Provided you act in good faith there should be no need for us to exercise any of the disciplinary provisions contained herein.

Any changes to this Agreement will be communicated to you in accordance with Clause 1.3 of the Agreement below. Changes to the Agreement are generally made in line with regulatory developments or if the nature of the industry landscape changes.

Standard Affiliate Agreement

IMPORTANT PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCEPTING THIS AGREEMENT, THEN PRINT AND STORE ALONG WITH ALL CONFIRMATION EMAILS.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS (OR ARE NOT AUTHORISED TO DO SO) YOU SHOULD NOT JOIN OUR AFFILIATE NETWORK OR (IF YOU HAVE ALREADY JOINED OUR AFFILIATE NETWORK) EMAIL US AT affterms@socialgo.com TO TERMINATE THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS AND CONDITIONS PLEASE CONTACT US AT THE SAME EMAIL ADDRESS. GENERAL ENQUIRIES SHOULD BE SENT TO affiliates@socialgo.com.

This Standard Affiliate Agreement, your completed [Affiliate Sign Up Form](#), our [Electronic Marketing Rules](#), any other guidelines or additional terms we provide to you via email or our site and the associated Commission Structure (together the "**Agreement**") contain the complete terms and conditions that apply to your participation in the Socialgo.com online site affiliate network ("**Affiliate Network**"). In the event there is a conflict between this Agreement and any other additional terms this Agreement shall take precedence unless such additional terms expressly reference variation to this Agreement.

Currently the Sites offered within the Affiliate Network are:

[Socialgo.com](#)

The Commission Structure will apply to all Sites within the Affiliate Network.

You are entitled to receive Affiliate Commission(s) calculated on the applicable Commission Structure that are allocated to your Affiliate Links during the term of this Agreement or whilst the applicable Affiliate link is operational.

To avoid doubt, you will not be entitled to receive any Affiliate Commission(s) for revenues generated by Paid Network Owners on our Sites except as set out in the Commission Structure you choose for the Sites that are part of the Affiliate Network. For the avoidance of doubt you will be remunerated only on the monthly & annual subscription payments collected from network owners based on the [pricing plan for the network owners](#).

Where used in this Agreement, references to:

(i) "you", "your" and/or "Affiliate" mean the individual or entity that applied as the "BENEFICIARY" for payment purposes on our sign-up form as submitted at our website ("Affiliate Sign-up Form")

(ii) "we", "our", "us" means SocialGO Ltd, a company registered in England and Wales with company number 04463402 and whose registered office is 7 Pilgrim Street, London EC4V 6LB, UK and the Group as defined in Section 2.7 herein.

1. GENERAL

1.1 This Agreement shall govern our relationship with you in relation to the Affiliate Network for the Sites and modifies, replaces and supersedes the previous version of the Standard Affiliate Agreement.

1.2 When you indicate your acceptance of these terms and conditions on the Affiliate Sign-up Form, YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT (as amended or modified from time to time in accordance with Section 1.3 below).

1.3 We may modify any of the terms of this Agreement at any time, in our sole discretion, by either (i) emailing you a change notice or (ii) by posting the new version of the Agreement on our Website. Except in the case of modifications relating to fraud prevention or where there is a mistake in the Agreement, which shall be effective on the date of posting or the sending of such notice (whichever is the earlier), all modifications to the Agreement will only take effect 7 days after the date of posting or sending of any such notice (whichever is the earlier). It is your responsibility to visit the Website frequently to make sure you are up to date with the latest version of the Agreement and its provisions. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE AFFILIATE NETWORK FOLLOWING SUCH 7 DAY PERIOD WILL BE DEEMED BINDING ACCEPTANCE OF THE MODIFICATION.

1.4 Notwithstanding Section 1.3 above, from time to time we may contact you with information regarding specific promotions, unless you notify us otherwise, you will be deemed to have agreed to take part in such promotion and the terms of such promotion shall be incorporated into the applicable Commission Structure and this Standard Affiliate Agreement for the duration of such promotion.

1.5 You acknowledge and agree that regulations 9(1) and 9(2) (Information to be provided by electronic means) and 11(1) (placing of the order) of the Electronic Commerce Directive 00/31/EC shall not apply to or have any effect on this Agreement.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, references to the following words shall have the meanings set out below:

2.1 "Affiliate Commission(s)" is the amount due and payable to you, as calculated based solely on our system's data and in accordance with the terms of this Agreement and the applicable Commission Structure.

2.2 "Affiliate Area" means the area of the Website that is accessible to you (you may need to access some parts of this area by logging on with the security code we assigned to you when you signed up as a participant in the Affiliate Network and associated password) and that provides certain 'members only' functionality, including facilities to check relevant statistics, register Sub-affiliates, update your profile, create additional Affiliate links and coupon codes, select banners and/or text links etc.

2.3 "Banners" and "Text Links" means the graphical artwork or text that includes Affiliate links and coupon codes and any RSS feeds that are made available by us in the Affiliate Area and that you may use to connect referrals to our Services from your website (or other electronic method) or using other marketing materials.

2.4 "Brand" means the "SocialGO" brand used in association with Website and social networking creators together with any other brands operated by us from time to time.

2.5 "Electronic Marketing Rules" means our rules for electronic marketing activities.

2.6 "Fraud Traffic" means deposits, revenues or traffic generated on the Services through illegal means or any other action committed in bad faith to defraud us (as determined by us in our sole discretion), regardless of whether or not it actually causes us harm, including deposits generated on stolen credit cards, collusion, manipulation of the service or system, bonuses or other promotional abuse, creation of false accounts for the purpose of generating Affiliate Commission(s), and unauthorised use of any third-party accounts, copyrights, trademarks and other third-party Intellectual Property Rights (that, for the avoidance of doubt, include our Intellectual Property Rights) and any activity that constitutes Fraud Traffic under 3.7 or 3.9 below.

2.7 "Group" means our ultimate holding company and any subsidiary companies of our holding company.

2.8 "Intellectual Property Rights" means rights to all existing and future patents, trademarks,

design rights, service marks, trade dress, trade or business names (including domain names), registered designs, copyright (including rights in computer software), moral rights, database rights, format rights and topography rights (whether or not any of these is or are registered and including applications for registration), know-how, trade secrets and rights of confidence and all rights and forms of protection throughout the world of a similar nature or with similar effect to any of these for the full unexpired period of any such rights and any extensions and/or renewals thereof.

2.9 "Marketing Materials" means Banners and Text Links and any other marketing materials (that may include Our Marks - see 2.11 below) that have been provided or otherwise made available to you by us and/or pre-approved by us.

2.10 "Sale & Monthly Subscription": Sale means a Network Owner who has paid the first month minimum amount (via any applicable payment method) as indicated on the Site. Monthly subscription is the recurring payment(s) taken after the first paid month from the paid network owners account. Notwithstanding any other provisions contained elsewhere in this Agreement, we reserve the right to alter the amounts mentioned within this Clause 2.10 at any time by virtue of placing notice on the Site. All amounts are calculated in United States dollars and may be converted into alternative currencies at a rate determined by us in our sole discretion from time to time.

2.11 "Our Marks" means the words "SOCIALGO", "ZOCKU" and/or any logo, mark, domain name or trade name that contains, is confusingly similar to or is comprised of Our Marks or any other name or mark owned from time to time by us or any company within the Group.

2.12 "Commission Structure" means the payment plan you have accepted under which we pay you either:

1. a share of certain revenues (Sale & Monthly Subscription) generated by Paid Network Owners as outlined in the specific Commission Structure ("**Percentage Commission Structure**"), or
2. any other plan notified or agreed by us in writing from time to time.

2.13 "Referral(s)" means any person using any products or services on our Sites whether attached to your Affiliate Links or not;

2.14 "Paid Network Owner(s)" means any person who is attached to your Affiliate links (or if applicable, your Sub-Affiliate's Affiliate links) who: (i) has not been a Network owner with us before; (ii) is not located in a Restricted Territory (if any); (iii) who has paid Monthly or annual Subscription chosen by him / her; (iv) is accepted as a referral under any applicable sign up or identity verification procedure which we may require; and (v) has adequately fulfilled any other qualification criteria that we may introduce from time to time. Notwithstanding any other provisions contained elsewhere in this Agreement, we reserve the right to alter the above-mentioned qualifying criteria at any time by virtue of placing notice on the Site.

2.15 "Services" means any product or service offered to Referrals on our Sites.

2.16 A "Coupon Code" is a unique alphanumeric code that we may make available to you to provide to Referrals or Prospective Referrals for any promotions.

2.17 "Sites" means the websites and any other online site or platform that are owned, operated or controlled by or on behalf of us or the Group from time to time and each of its related pages through which a Referral becomes a Paid Network Owner and/or accesses our Services.

2.18 "Spam" means any email or other electronic communication you send that markets, promotes or that otherwise refers to us, the Site or our Services from time to time, or that contains any Marketing Materials, Our Marks or Affiliate links and that breaches our Electronic Marketing Rules.

2.19 "Sub-affiliate" means a person that you have referred to (and that has successfully joined) our Affiliate Network in accordance with the terms of this Agreement.

2.20 "Sub-affiliate Commission(s)" means the Affiliate Commission(s) due to any Sub-affiliate as set out in their Commission Structure.

2.21 "Term" means the period from the date that you acknowledge and accept the terms of this

Agreement by indicating such acceptance on the Affiliate Sign-up Form, until such time as this Agreement expires or is terminated in accordance with its terms.

2.22 "Affiliate link(s)" means the unique Tracking URL that we provide exclusively to you, through which we track Referrals' and Paid Network Owners' activities and calculate Affiliate Commission(s).

2.23 "Affiliate link URL" means a unique hyperlink or other linking tool for referencing our Site or Services through which you refer potential Paid Network Owners. When the relevant referral registers pre-requisite details, our system automatically logs the Affiliate link URL and records you as the Affiliate.

2.24 "Website(s)" means the SocialGO affiliate website located at the URL <http://affiliate.socialgo.com/affiliates/> and at any URL with which we replace such URL from time to time (and such other web addresses including RSS feeds that are owned, operated or controlled by or on behalf of us from time to time and that make available such website) and each of its related pages.

2.25 In this Agreement (except where the context otherwise requires):

1. The clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
2. Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
3. Any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
4. Any reference to a statute, statutory provision, ordinance, subordinate legislation, code or guideline ("legislation") is a reference to that legislation and all other subordinate legislation made under the relevant legislation as amended and in force from time to time and to any legislation that re-enacts or consolidates (with or without modification) any such legislation.

2.26 This Agreement is drafted in the English language. If this Agreement is translated into another language, the English language text shall in any event prevail.

3. TERMS & CONDITIONS

3.1 Identity and Disclosure. You shall provide true and complete information to us when completing the Affiliate Sign-up Form and promptly update such information if all or any part of it changes. You shall also provide us with such other information as we may reasonably request from time to time.

3.2 Marketing Activities and Responsibilities. You shall market to and refer potential Paid Network Owners to the Sites. You will be solely liable for the content and manner of such marketing activities. All such marketing activities must be professional, proper and lawful under applicable rules, regulations or laws (including any laws in relation to the content and nature of any advertising or marketing) and otherwise comply with the terms of this Agreement. You shall not yourself, nor shall you authorize, assist or encourage any third party to:

3.2.1 Place Marketing Materials on any online site or other medium where the content and/or material on such website or medium is potentially libellous, malicious, discriminatory, obscene, unlawful, sexually explicit, pornographic or violent or that is, in our sole discretion otherwise unsuitable.

3.2.2 Develop and/or implement marketing and/or public relations strategies that have as their direct or indirect objective the targeting of marketing of us, the Sites and/or the Website to any persons who are less than 18 years of age (or such higher age as may apply in the jurisdiction that you are targeting), regardless of the age of majority in the location where you are marketing.

3.2.3 Breach the Electronic Marketing Rules.

3.2.4 Use Marketing Materials in a manner that may potentially confuse a Referral or potential Referral.

3.2.5 Place Marketing Materials on any online site or other medium where the content and/or material on such online site or medium:

1. Infringes any third party's Intellectual Property Rights
2. Copies or resembles the Site in whole or in part
3. Disparages us or otherwise damages our goodwill or reputation in any way
4. Frames any page of the Site in whole or in part

3.2.6 Read, intercept, modify, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any other person.

3.2.7 In any way alter, redirect or in any way interfere with the operation or accessibility of the Sites or any page thereof.

3.2.8 Register as a Referral on behalf of any third party, or authorize or assist (save by promoting the Site and Services in accordance with this Agreement) any other person to register as a Referral.

3.2.9 Offer any so-called bonus or promotional offers not authorized by us

3.2.10 Take any action that could reasonably cause any end-user confusion as to our relationship with you or any third party, or as to the ownership or operation of the site or service on which any functions or transactions are occurring.

3.2.11 Post, serve or publish any advertisements, communications or promotional content promoting the Site, our Services or Our Marks around or in conjunction with the display of the Site and/or any part or page thereof (for example and without limitation through any "framing" technique or technology or pop-up windows or pop-under windows or interstitials);

3.2.12 Cause any of the Sites (or any parts or pages thereof) to open in a visitor's browser or anywhere else used for accessing the Services other than as a result of the visitor clicking on Banners or Text Links contained in or as part of any Marketing Materials;

3.2.13 Attempt to intercept or redirect (including via user-installed software) traffic from or on any online site or other place that participates in our Affiliate Network;

3.2.14 Use any means to promote any of the Sites that resemble in any way the look and/or feel of any of the Sites whether in whole or in part, nor utilize any such means or site to create the impression that such sites are the Sites (or any part of the Sites);

3.2.15 Violate the terms of use and any applicable policies of any search engines or the customer feedback facilities of e-tailers; or

3.2.16 Attempt to communicate to Referrals whether directly or indirectly on our Sites to solicit them to move to any online site not owned by us or for other purposes without our prior approval including but not limited to via email, chat boards, or spamming our forums.

3.2.17 Attempt to market or promote our Services (or any specified part thereof) or Sites (or specific Site) within territories which are Restricted Territories (if any mentioned by us); to attempt to circumvent any restriction which we have put in place to prevent Referrals from restricted territories(if any mentioned by us) from signing up as Paid Network Owners; or attempt to disguise a geographical location of a Referral.

If we determine, in our sole discretion, that you have engaged in any of the foregoing activities, we may (without limiting any other rights or remedies available to us) withhold any Affiliate Commission(s) and/or terminate this Agreement immediately on notice.

3.3 Approved Marketing Materials. In providing the marketing activities referred to in Section 3.2, you shall only use the Marketing Materials. You shall not modify the Marketing Materials or Our Marks in any way without our prior written consent. You shall only use the Marketing

Materials in accordance with the terms of this Agreement, any guidelines we provide to you on our Site or otherwise from time to time and any applicable laws. We may charge you for any customised promotional materials provided to you at your request and such costs may be deducted from your Affiliate Commission(s). During the term of this Agreement, we grant you a terminable, non-exclusive, non-transferable right to use the Marketing Materials for the sole purpose of fulfilling your obligations under this Agreement.

3.4 Competitive Marketing. You shall not market the Site and/or us or our Services or Our Marks in any way whatsoever, unless such activities are approved in writing by us (i) on any website on which we promote any of the Sites; (ii) on or through any Internet search engine on or through which we promote any of the Sites; and (iii) in any other manner that results in you competing with us in relation to the promotion of any of the Sites or (iv) otherwise where we request that you cease the same.

3.5 Non Assignment. Without prejudice to Section 8.6, you acknowledge and agree that Affiliate links are for your sole use and you shall not assign or sub-license (as appropriate) the Tracking links, Coupon Codes nor any Affiliate Commission(s) to any third party without our prior written consent.

3.6 Sub-affiliates. You may refer other persons to us so that they may also apply to join our Affiliate Network. If any such person successfully joins our Affiliate Network, we will pay you in respect of the activities of such Sub-affiliate in accordance with the Commission Structure, provided that you register them through the "Signup Sub-affiliates" function within the Affiliate Area of the Website. You will only receive credit for sub-affiliates that comply with all applicable terms of this Agreement. Any person registered as an Affiliate cannot subsequently be reclassified as a Sub-affiliate. You shall not:

1. Register yourself or any person controlled by you as your own Sub-affiliate
2. Use fictitious or alias names for the registration of Sub-affiliates
3. Offer any type of enticement of money or otherwise of monetary value or otherwise to potential Sub-affiliates unless such enticements are approved in writing by us
4. Attempt to introduce any addition or variation to our terms in relation to any potential Sub-affiliate
5. Receive Payment on behalf of your Sub-affiliate(s) and for the avoidance of doubt, the payment and contractual relationship in regard to the Affiliate Network shall remain between the Sub-affiliate and us.

3.7 Commercial Use Only. This marketing opportunity is for commercial use only. You shall not register as a Referral or make deposits to any Referral Account (directly or indirectly) through your Affiliate link(s) (or any Sub-affiliate's Affiliate link(s)) for your own personal use and/or the use of your relatives, friends, employees, agents or advisors, or otherwise attempt to artificially increase the Affiliate Commission(s) payable to you or to defraud us. Violation of this provision shall be deemed to be Fraud Traffic.

3.8 Referral Information. We reserve the right to refuse service to any potential Referral and to terminate the agreement of any referral, at any time, in our sole discretion. All data relating to the Referral shall, as between you and us, remain our exclusive property and you can acquire the right to such information except pursuant to our express written instructions.

3.9 Trademarks and Domain Names. You acknowledge that SocialGO Limited and/or its affiliates within the Group and licensees, own all Intellectual Property Rights comprised in any and all of the Marketing Materials, our Services, the Site and Our Marks. Any use of any trade mark, domain name or trade name that contains, is confusingly similar to or is comprised of Our Marks (other than in accordance with the terms of this Agreement) without our prior written permission shall be unauthorized and further may constitute Fraud Traffic. By way of example, but without limitation, YOU MAY NOT REGISTER A DOMAIN NAME THAT INCLUDES OUR MARKS OR MARKS CONFUSINGLY SIMILAR TO OUR MARKS. You agree that all use by you of Our Marks including any use of a domain name that includes Our Marks or marks confusingly similar to our Marks inures to our sole benefit and that you will not obtain any rights in Our Marks as a result of such use. You shall not register or attempt to register any trade marks or names that contain, are confusingly similar to or are comprised of Our Marks. You hereby agree to transfer any domain names or trade mark application or registrations in respect of Our Marks or marks

confusingly similar to Our Marks you may hold or control to us upon demand. You further agree not to attack or challenge our ownership of and title to Our Marks in any way.

3.10 No Group Employees. If you are an officer, director, employee, consultant or agent of the Group or one of its subsidiary parent or associated companies, or suppliers or vendors, you are not permitted to participate in the Affiliate Network or to use directly or indirectly any of the Sites, other than in the course of your employment as a Group employee. Similarly, 'relative' of Group employees are not permitted to participate in the Affiliate Network or to use directly or indirectly any of the Sites. For these purposes, the term 'relative' shall include (but not be limited to) any of a spouse, partner, parent, child or sibling.

4. REPORTS & PAYMENTS

4.1 Reports. We will track and report Referral activity for purposes of calculating your Affiliate Commission(s) based on your Commission Structure. The form, content and frequency of the reports may vary from time to time in our sole discretion. Generally, you will receive a monthly report with your payment indicating the number of new Paid Network Owners that signed up that month per Affiliate link and/or the total amount due to you after any deductions or set offs that we are entitled to make under this Agreement. In addition, daily reports may be available online for you to view new Paid Network Owners per Affiliate link. We hereby exclude any and all liability for the accuracy or completeness of any such reports.

4.2 Affiliate Commission(s). Subject to Section 4.4 below, Affiliate Commission(s) will be paid to you on a calendar month basis in accordance with your Commission Structure after you have completed the registration process and/or where we have activated additional Affiliate links. We may elect to convert any Commission Structure and any associated Affiliate links provided hereunder from a Percentage Commission Structure to any other Commission Structure that we may operate from time to time, at any time, on notice to you.

4.3 Sub-affiliate Commission(s). Subject to Section 3.6, you will receive, in accordance with the Commission Structure and Section 4.4 below, your commission on the Affiliate Commission(s) due and payable to your Sub-affiliate(s) for Paid Network Owners they refer to our Sites.

4.4 Minimum Payment and Time of Payment. All Affiliate Commission(s) generated through your Commission Structure will be paid within twenty one (21) days of the close of each calendar month. We may impose reasonable restrictions on the frequency and amounts that can be cashed out for administrative convenience and/or to protect the security of your account. At our sole discretion, we may impose a policy that if the amount due is negative or less than USD 50 in any particular month, then (i) any negative amount will carry over and will be deducted against the following month, and (ii) any amount less than USD 50 will carry over and become payable in the calendar month in which the total amount of Affiliate Commission(s) exceeds USD 50 in accordance with this clause 4.4.

4.5 Holdover for Fraud Traffic. In the event that, in our sole discretion, we suspect any Fraud Traffic, then we may delay payment of the Affiliate Commission(s) to you for up to one hundred and eighty (180) days while we investigate and verify the relevant transactions. We are not obligated to pay Affiliate Commission(s) in respect of Paid Network Owners who, in our sole discretion, are not verifiably who they claim to be or are otherwise involved with Fraud Traffic. In the event that we determine any activity to constitute Fraud Traffic, or to otherwise be in contravention of this Agreement, then in our sole discretion we may: (i) pay the Affiliate Commission(s) in full, (ii) recalculate them in light of such suspected Fraud Traffic and/or (iii) forfeit your future Affiliate Commission(s) in respect of Fraud Traffic (as appropriate).

4.6 Method of Payment. All payments to you will be due and payable in United States Dollars or such other currency as we will determine, regardless of the currency any Referral assigned to your Affiliate links may have payed in. Payment will be made by Paypal or any other method as we in our sole discretion decide; however, we will use reasonable endeavours to accommodate your preferred payment method, if and when possible. Charges for wires or courier charges for cheques will be covered by you and deducted from your Affiliate Commission(s). For the avoidance of doubt, we have no liability to pay any currency conversion charges or any charges associated with the transfer of monies to your account.

4.7 Referral Tracking. You understand and agree that potential Paid Network Owners must link through using your Affiliate link in order for you to receive Affiliate Commission(s). In no event are we liable for your failure to use Affiliate links or for potential Paid Network Owner's failure to properly click on valid Affiliate link. Notwithstanding any other provision herein, we may at any time and in our sole discretion alter our Affiliate link system and reporting format.

4.8 Disputes. If you disagree with the monthly reports or amount payable, do NOT accept payment for such amount and immediately send us written notice of your dispute. Dispute

notices must be received within thirty (30) days of our making available your monthly report or your right to dispute such report or payment will be deemed waived and you shall have no claims in such regard. Further, deposit of payment cheque, acceptance of payment transfer or acceptance of other payment from us by you will be deemed full and final settlement of Affiliate Commission(s) due for the month indicated. Notwithstanding the foregoing, if any overpayment is made in the calculation of your Affiliate Commission(s), we reserve the right to correct such calculation at any time and to reclaim from you any overpayment made by us to you.

4.9 Money Laundering. You shall comply with all applicable laws and any policy notified by us through our Site or otherwise in relation to money laundering and/or the proceeds of crime.

4.10 Taxation. All taxes due in connection with any payments to you are your sole liability. You are responsible for complying with the rules, if any, for registering for and paying income tax and similar taxes in respect of your income from this agreement and for collecting and paying the income tax and social security contributions in respect of your staff, if you have any staff. If Value Added Tax (VAT) or any other sales tax or turnover tax is chargeable, you are responsible for complying with the rules, if any, for registering for the tax and collecting and paying tax in the country where the services are provided and you acknowledge that the payments that you receive shall be deemed to include all VAT or sales tax or turnover tax.

5. TERM AND TERMINATION

5.1 Term and Termination. This Agreement will take effect when you indicate your acceptance of these terms and conditions on the Affiliate Sign-up Form and continue until terminated in accordance with the terms of this Agreement.

5.2 Termination By You. You may terminate this Agreement, with or without cause, immediately upon written notice to us that you may send by email marked "Termination - SocialGo Affiliate Program" to affterms@socialgo.com. For the avoidance of doubt, termination of the Agreement will end your participation in the Affiliate Network as a whole. You may not terminate any Site in isolation. In the event that you elect to terminate this Agreement, you must raise all claims in writing within thirty (30) days of sending the above-mentioned email. If no claims are made by such time your account will be terminated and deemed settled.

5.3 Termination By Us. We may terminate this Agreement or without terminating this Agreement as a whole, any specific Affiliate links, without cause at any time, upon written notice to you that we may send by email to such email address you have provided to us or by fax to such fax number you may have provided to us. In the event we terminate the Agreement as a whole, we shall be entitled to automatically render any Affiliate links inoperative. For the avoidance of doubt, on termination of this Agreement you will no longer receive any Affiliate Commission(s). If we terminate a specific Affiliate link, you will no longer receive any Affiliate Commission(s) through that Affiliate link; however, your remaining Affiliate links will not be affected.

5.4 Suspension By Us. In any circumstance where we are entitled to terminate this Agreement or terminate any specific Affiliate link, we may at our sole discretion and without prejudice to our further rights and remedies, suspend the Agreement or any specific Affiliate link. During the period of any suspension, we may withhold the payment of any Affiliate Commission(s) that relate to any affected Affiliate links. Payment of any withheld Affiliate Commission(s) will be made to you on the lifting of the suspension.

5.5 Automatic Termination By Us If Your Account Is Inactive. In this Section, "Inactive" means where (i) you have not generated sufficient Affiliate Commission(s) to trigger a payment or you have not cashed out any funds (through a withdrawal or a transfer to a Player's Account) for one hundred and eighty three (183) days or more; or (ii) you have failed to respond to any verification mails sent to you within a reasonable time. Where automatic termination occurs, any positive outstanding funds revert to us.

5.6 Effect of Termination. The following will apply where we terminate:

1. You shall stop promoting the Sites and all rights and licenses given to you under this Agreement will terminate immediately.
2. You shall return all confidential information and cease use of any of Our Marks and the Marketing Materials.
3. We may leave open, redirect or deactivate any Affiliate links in our sole discretion without any obligation to pay you for Referrals who subsequently become Paid Network Owners.

4. Provided that we have paid or do pay to you such sums as are due at the date of termination and that shall be subject to any rights we have to make deductions hereunder, we will have no further liability to pay you any further sums.
5. Sections 2, 3.5, 3.8, 4.5, 5.4, 6, 7 and 8 and such other provisions as are necessary for the interpretation or enforcement of this Agreement shall survive any termination or expiry of this Agreement.

6. LIABILITIES

6.1 No Warranties. WE MAKE NO WARRANTIES OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED BY LAW, STATUTE OR OTHERWISE) WITH RESPECT TO THE AFFILIATE NETWORK, OUR SITES, OUR WEBSITE OR ANY CONTENT, PRODUCTS OR SERVICES AVAILABLE THEREIN OR RELATED THERETO OR THAT OUR SITES, THE WEBSITE, SYSTEM, NETWORK, SOFTWARE OR HARDWARE (OR THAT PROVIDED TO US BY THIRD PARTIES) WILL BE ERROR-FREE OR UNINTERRUPTED OR WITH RESPECT TO THE QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR SUITABILITY OF ALL OR ANY OF THE FOREGOING. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS AND IMPLIED TERMS AND CONDITIONS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHERMORE, NEITHER WE (NOR OUR PROVIDERS OR UNDERLYING VENDORS) ARE REQUIRED TO MAINTAIN REDUNDANT SYSTEM(S), NETWORK, SOFTWARE OR HARDWARE.

6.2 Billing and Collection Limitations. We may, in our sole discretion, use any available means to block, restrict, remove or discount from your Affiliate links certain Paid Network Owners or reject the applications of potential Paid Network Owners and/or Affiliates so as to reduce the number of fraudulent, unprofitable transactions or for any reason. We do not guarantee, represent or warrant the consistent application and/or success of any fraud prevention efforts.

6.3 Liability Limitations. Our obligations under this Agreement do not constitute personal obligations of the owners, directors, officers, agents, employees, vendors or suppliers of the Site or Services other than as provided under this Agreement. Other than as expressly provided in this Agreement, in no event will we be liable for any direct, indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether we have been advised of the possibility of such loss) including any loss of business, revenue, profits or data. Our liability arising under this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way shall only be for direct damages and shall not exceed the revenues generated and payable to you in relation to the Site(s) that the dispute relates to over the previous 12 months at the time that the event giving rise to the liability arises. However, nothing in this Agreement will operate to exclude or limit either party's liability for death or personal injury arising as a result of that party's negligence or for fraud.

6.4 Indemnification. You shall defend, indemnify and hold us and our officers, directors, employees and representatives harmless on demand from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including reasonable legal fees) resulting or arising (directly or indirectly) from your breach of this Agreement.

6.5 Set off. Without prejudice to any other rights or remedies available to us under this Agreement or otherwise, we shall be entitled to set off any payments otherwise payable by us to you hereunder, against any liability of you to us, including any claims we have against you resulting from or arising from, your breach of this Agreement.

7. INDEPENDENT INVESTIGATION

7.1 Independent Investigation. YOU WARRANT THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF MARKETING THE SITE OR SERVICES.

7.2 Independent Research. YOU UNDERSTAND THAT LAWS MAY VARY FROM CITY TO CITY, STATE TO STATE AND COUNTRY TO COUNTRY. YOU WARRANT THAT YOU HAVE INDEPENDENTLY EVALUATED THE LAWS THAT APPLY TO YOUR ACTIVITIES AND BELIEVE THAT YOU MAY PARTICIPATE IN OUR AFFILIATE NETWORK WITHOUT VIOLATING ANY APPLICABLE RULES OR LAWS.

8. MISCELLANEOUS

8.1 Notices. All notices pertaining to this Agreement will be given by email as follows: to you at the email address provided by you on the Affiliate Sign-up Form (or as subsequently updated by you to us in the event of change), and to us; if unsatisfied with the response, then to claims. Any notice sent by email shall be deemed received on the earlier of an acknowledgement being sent or twenty-four (24) hours from the time of transmission.

8.2 Relationship of Parties. There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you or us under this Agreement. Neither party has the authority to bind the other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in this Agreement.

8.3 Non-Exclusive. You understand that we may at any time (directly or indirectly), enter into marketing terms with other Affiliates on the same or different terms as those provided to you in this Agreement and that such Affiliates may be similar, and even competitive, to you. You understand that we may re-direct traffic and users from any of the Sites to any other online site that we deem appropriate in our sole discretion, without any additional compensation to you.

8.4 Confidentiality and Non Disclosure. As an Affiliate, you may receive confidential information from us, including confidential information as to our marketing plans, marketing concepts, structure and payments. This information is confidential to us and constitutes our proprietary trade secrets. You shall not disclose this information to third parties or use such information other than for the purposes of this Agreement without our prior written consent, save as expressly required by law (provided that any such disclosure is only to the extent so required).

8.5 Press. You may not issue any press release or other communication to the public with respect to this Agreement, Our Marks or your participation in this Affiliate Network without our prior written consent, except as required by law or by any legal or regulatory authority.

8.6 Assignment. Except where you have received our prior written consent, you may not assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other manner with this Agreement or any rights under this Agreement, or sub-contract any or all of your obligations under this Agreement, or purport to do any of the same. Any purported assignment in breach of this clause shall confer no rights on the purported assignee.

8.7 Governing Law. This Agreement (including any variation or modification thereto) shall be governed by and construed in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts or English Employment Tribunals as regards any claim or dispute arising in respect of this Agreement. You irrevocably agree that, subject as provided below, the English Courts shall have exclusive jurisdiction to determine any claim, dispute or matter arising out of, or in connection with, or concerning this Agreement or its enforceability and you waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum. Nothing in this clause shall limit the right of us to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

8.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any other provision hereof.

8.9 Entire Agreement. This Agreement embodies the complete agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior or subsequent oral or written agreement or understanding between the parties in relation to such subject matter save in respect of modification to this Agreement provided by us to you in accordance with Section 1.3 above. Each of the parties acknowledges and agrees that in entering into this Agreement, it has not relied on any statement, representation, guarantee warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each party irrevocably and unconditionally waives all claims, rights and remedies that, but for this clause, it might otherwise have had in relation to any of the foregoing. Nothing in this Section shall limit or exclude any liability for fraud.

8.10 Third-Party Rights. Except insofar as this Agreement expressly provides that a third party may in their own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under local law or statute to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party that exists or is available apart from under that local law or statute.

8.11 No Waiver By Us. If there is a breach of any provision of this Agreement, it shall be considered as a waiver of any subsequent breach of the same or any other provision.

SocialGO Plc
Last modified 22nd July 2010

Terms and Conditions
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