

## Dimension Devices Affiliate Program Website Marketing Agreement

*between:*

Company; Dimension Devices

*and*

Affiliate; Registered Affiliate

### **Parties**

1. Dimension Devices, UK (Company)
2. Registered Affiliate (Affiliate)

### **Background**

- A. The Company operates the Company Website for the purpose of marketing its products and services to users.
- B. The Affiliate operates the Affiliate Website for the purpose of marketing its products and services to users.
- C. The Company operates the Company affiliate network and the Affiliate wishes to become a member of the Company affiliate network on the terms and conditions of this agreement so that a user of the Affiliate Website clicking directly through from the Affiliate Link to the Company Website will land on a specific Affiliate linked Sales Page.
- D. Nothing in this agreement shall be deemed to be, or establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

### **Agreed terms**

#### 1. Interpretation

The definitions in this clause apply in this agreement.

**Affiliate Page:** an admin page provided by the Company, on the Company's website, that the Affiliate can log into to access certain information.

**Affiliate Link:** the URL provided by the Company that the Affiliate may use on their website or any other platform they may use, for the purpose of directing Customers to the Company Affiliate Sales Page.

**Affiliate Website:** if applicable, the Affiliate's website and including all databases, software, domain names, infrastructure, products and services that the Affiliate markets for use by individual customers to shop for the Affiliate's products and services, and any future version or replacement of that site.

Commission Rate: in respect of each Transaction, the rate set out at clause 4.1.

Company Affiliate Sales Page: the page on the Company's website that the Affiliate Link directs to in order for a Customer to purchase a product.

Company Trade Mark Guidelines: the written guidelines for use of the Company's Trade Mark, logo and branding from time to time.

Company's Products: Any products or items produced and sold by the Company, including but not limited to Chattergeist Touch.

Customer: a user who has clicked through to the Company Affiliate Sales Page from the Affiliate Link.

Company Website: the Company's website located at [www.dimensiondevices.co.uk](http://www.dimensiondevices.co.uk) and including all databases, software, domain names, infrastructure, products and services that the Company markets for use by individual customers to shop for the Company's products and services, and any future version or replacement of that site.

Effective Date: the date of this agreement.

Transaction: a purchase of any products or services offered for sale on the Company Website by a customer who has clicked through directly to the Company Website from the Affiliate Link where that purchase is completed during a single browser session.

Sales Page: referring to the Company Affiliate Sales Page; the page on the Company's website that the Affiliate Link directs to in order for a Customer to purchase a product.

## 2. Company's obligations

### 2.1 Landing pages

The Company will create, operate and maintain the Company Affiliate Sales Page.

### 2.2 Logo usage

The Company shall be permitted to use the Affiliate's logo only in accordance with any reasonable written guidelines or instructions provided by the Affiliate to the Company relating to the use of their logo should they wish to do so, for the purposes of this agreement.

### 2.3 Links to website

The Company shall provide the Affiliate with one or more URLs to link from the Affiliate Website or other platform they may use to the Company Affiliate Sales Page (hereafter called the Sales Page).

### 2.4 Website maintenance

The Company shall be responsible for developing, operating and maintaining the Company Website.

### 2.5 Terms of use

The Company shall provide Customers clicking through directly from the Affiliate Link access to and use of the Company Website in accordance with Company's standard terms of use and other terms and conditions, policies and procedures as may be amended from time to time.

### 2.6 Affiliate Page

1. The Company will provide an admin page which the Affiliate can log into where they can see:

a) This Months Sales

The number of units sold for that calendar month from the Affiliates link, including the amount in Pounds Sterling this equates to. This is the amount due at the end of the month to the Affiliate from the Company for that month;

b) Total Sales

The number of units sold from the Affiliates link in total since the Affiliate joined, including the amount in Pounds Sterling this equates to;

c) Affiliate Link

The URL link that the Affiliate can copy and use. This means they can access this link at any time by logging into their Affiliate page.

## 2.7 Change agreement

The Company may at any time or times without notice to the Affiliate:

2.7.a) change the name of the Company Website;

2.7.b) change the Company Trade Mark Guidelines; and

2.7.c) change the Targeted customers

## 2.8 Agreement Period

This agreement is for an indefinite period. At any point this affiliate program may be declared null and void, the Company retains the rights to cancel this agreement at any time. Any such activity will be confirmed in writing. The Company makes no representation that the terms of this agreement are similar to or the same as the terms of any other agreement it has entered into with any third party.

## 3. Affiliate's obligations

### 3.1 Promote products

The Affiliate shall use reasonable commercial efforts to market and promote the Company Products available for sale in a manner to encourage sales, using ethical and fair practices.

### 3.2 Approval of content

The Affiliate agrees to create content that is in alignment with the original purpose and use of the Company's Products, and will accommodate the Company requesting reasonable changes if the content strays from the original purpose and use.

### 3.3 Website development

The Affiliate shall be responsible for developing, operating and maintaining the Affiliate Website and other platforms for all materials that appear on these. In particular, the proper functioning and maintenance of all URL's to the Company Website.

### 3.4. Branding approval

The Affiliate agrees to use the Company's logos or branding without modification to the design elements. The Company reserves the right to review use of any Company trade mark, domain name, logo, and other elements of branding that the Affiliate may wish to use with regards to the promotion of the Company's Products. The Affiliate agrees to make changes if the Company requests.

### 3.5. Contractual responsibilities

a) The Affiliate acknowledges that they have the authority to make this agreement contractually binding on all matters relating to this agreement.

b) No authority to bind. The Affiliate acknowledges and agrees that it does not have any authority to legally bind the Company in relation to Customers, other users or anyone else and that it has not been appointed or is not the agent of the Company for any purpose. The Affiliate agrees that it shall not make any representation or commitment about the Company, the Company Website or any of the products or services available to be bought on the Company Website.

c) Comply with laws. The Affiliate shall comply with all applicable laws and regulations of their country, including laws relating to data protection, with respect to its activities under this agreement and its business.

### 3.6 Assignment of rights

The Affiliate shall not assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under this agreement without the prior written consent of the Company.

## 4. Charges and payment

### 4.1 Commission rate

The Company will pay the Affiliate at the Commission Rate of **10% of Gross Revenue for each unit sold through the Affiliate link.**

### 4.2 Commission payable

Commission is payable on a receipts, not accruals, basis so if the Company receives no revenue from any Transaction, no commission will be payable.

### 4.3 Payment terms

Payment shall be made on a monthly basis. **The Company shall make a payment on the last day of each calendar month of the amount shown to be due for that month.** The details of the amount due can be seen on the Affiliate admin page of the Company website.

### 4.4 No other payments

The Affiliate acknowledges that no payments are due to them under this agreement other than as expressly set out in this agreement.

### 4.5 VAT and other taxes

All sums payable under this agreement are excluding VAT. The Company and Affiliate agrees that their own tax affairs are managed by themselves respectively.

#### 4.6 Change of details

The Affiliate shall notify the Company of any change in its bank, contact or address details to ensure up to date information is available & payments are made to the correct account.

### 5 Intellectual Property rights

#### 5.1 The Company's Intellectual Property

The Affiliate acknowledges and agrees that the Company owns all intellectual property (IP) rights in relation to any and all of the Company's website, products and services. This agreement does not grant the Affiliate any rights to, or in, patents, copyrights, database rights, trade secrets, trade names (whether registered or unregistered), or trade marks (whether registered or unregistered) of the Company. All such rights are reserved solely to the Company.

#### 5.2 Survival

In the event of the termination of this agreement the Affiliate agrees that the above section 5a will still be in effect.

### 6 Confidentiality

#### 6.1 Confidential information

1.a) Neither party shall at any time during this agreement, and for a period of eight years after termination of this agreement, disclose any confidential information concerning the business, affairs, customers, clients or suppliers of the other party to any person.

1.b) Each party may disclose the other party's confidential information to its employees, officers, or representatives who need to know such information solely for the purposes of carrying out its obligations under or in connection with this agreement. Each party shall ensure that any such person to whom it discloses the other party's confidential information comply with this clause 6; and any governmental or regulatory authority.

#### 6.2 Use of confidential information

No party shall use any confidential information of the other party for any purpose other than to perform its obligations under or in connection with this agreement.

#### 6.3 Third party disclosure

Neither party will be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

#### 6.4 Survival

This clause 6 shall survive termination of this agreement, however arising.

### 7. Data protection

#### 7.1 Data protection

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and General Data Protection Regulation ((EU) 2016/679). This clause is in addition to, and does not reduce or remove, a party's obligations arising from such requirements.

## 8. Duration and termination

### 8.1 Term and renewal

This agreement shall commence on the Effective Date and continue until such a time that it is terminated by either party.

### 8.2 Termination

- 2.a) The Company may terminate this Agreement in writing, on notice at any time. The Company will endeavor to give the Affiliate as much notice as reasonably practicable. Any such termination will be without liability to the Affiliate.
- 2.b) The Affiliate may terminate this Agreement in writing, on notice at any time, and will endeavor to give the Company as much notice as reasonably practicable. Any such termination will be without liability to the Company.

### 8.3 Termination for breach

Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if there has been a clear breach of any term of this Agreement and that party fails to remedy that breach.

### 8.4 Consequences of termination

On termination of this agreement for any reason:

- 4.a) License termination; all licenses and benefits granted under this agreement shall immediately terminate.
- 4.b) Return belongings; each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party.
- 4.c) Accrued rights; The accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected by anything that occurred before or after termination.

## 9 Other Clauses

### 9.1 Rights and remedies

The rights and remedies provided under this agreement are in addition to, but not exclusive of, any rights or remedies provided by law.

### 9.2 Entire agreement

This agreement constitutes the entire agreement between the parties and replaces and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them with respect to its subject matter.

### 9.3 Variation

No variation of this agreement shall be effective unless it is in writing and signed by both parties.

### 9.4 Third party rights

A person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

### 9.5 Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.

### 9.6 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement, its subject matter, or formation.

### 9.7 Refunds and returns

If your account is credited and a device is returned, your credit will be deducted and you will be in "minus sales" or a "sales deficit". The affiliate will need to sell devices to remove the deficit prior to receiving any further credit.

### 9.8 Self-Purchase

The affiliate may not place orders themselves in order to get 10% off and 10% of the sales. Sales must come from a source outside of the affiliate. The Company reserves the right to refund sales and cancel orders that we suspect are from the Affiliate. The Affiliate will then gain a warning for potential breaches of this contract and in attempting to do the same again, will breach this contract and it will be null and void and their access removed.

### 9.9 Limitation of Error

If (for any reason) a payment is made and is rejected or bounced back from The Affiliate back to The Company, The Company will contact The Affiliate to get more information in order to correct the error. If after 7 days no response from The Affiliate is received by The Company, the affiliate payout will be null and void for the month in which it was active.

Signed by Barry Reader, Founder of Dimension Devices

Date:

A handwritten signature in black ink, appearing to read 'Barry Reader', with a large, stylized 'B' at the beginning.