

Affiliate Terms and Conditions

Please read these Affiliate Terms and Conditions carefully before applying to become an Affiliate, as they set out our and your legal rights and obligations in relation our Affiliate Programme. You will be asked to agree to these Affiliate Terms and Conditions before becoming an Affiliate.

1. Definitions and interpretation

1.1 In the Agreement:

“**Affiliate**” means the person (natural or legal) specified as the applicant for our Affiliate Programme on the Registration Form;

“**Affiliate Programme**” means the Merchant's affiliate programme detailed in the Agreement [and on the Merchant Website];

“**Affiliate Website**” means the website or websites owned and operated by the Affiliate and specified by the Affiliate on the Registration Form;

“**Agreement**” means the agreement between the Merchant and the Affiliate incorporating these Affiliate Terms and Conditions, the Registration Form and the Acceptance Email, and any amendments to it from time to time;

...

“**Link**” means a hyperlink (whether in text or in an image or otherwise) from the Affiliate Website to the Merchant Website enabling the Merchant to track visitors from the Affiliate Website to the Merchant Website using its affiliate tracking system;

“**Merchant**” means [*JNS Host*], a company incorporated in [Australia];

[“**Merchant Website**” means the website[s] accessible via the following URL[s]: [*www.jnshost.com*][, plus any other websites notified by the Merchant to the Affiliate from time to time];

“**Payments**” means payments of such amounts as are specified by the Merchant from time to time on the Merchant Website in respect of the relevant type of Payment Trigger;

“**Payment Trigger**” means:

- [(a) a purchase of the Merchant's services on the Merchant Website made by a user who [first] visited the Merchant Website by means of a Link[, providing that such user did not at any time between the visit and the purchase visit the Merchant Website by means of a hyperlink associated with another affiliate within the Affiliate Programme;]
- [(b) a unique user visit to the Merchant Website made by a user through a Link[, providing that a user will not be considered a "unique" user if that user has at any previous time visited the Merchant Website;]

"Prohibited Materials" means content, works or other materials that constitute, or that the Merchant reasonably determines constitute:

- (a) material that breaches any applicable laws, regulations or legally binding codes;
- (b) material that infringes any third party intellectual property rights or other rights;
- (c) indecent, obscene, pornographic or lewd material;
- (d) material that is offensive or abusive, or is likely to cause annoyance, inconvenience or anxiety to another internet user;
- (e) computer viruses, spyware, trojan horses or other malicious or harmful routines, programs or software; and/or
- (f) spam or unsolicited bulk email [or unsolicited commercial email].

"Registration Form" means the HTML form on the Merchant Website enabling users to apply to become Affiliates or clients;

"Term" means the term of the Agreement; and

"Verified Payment Trigger" means a Payment Trigger that has been verified by the Merchant using its affiliate tracking system (for the avoidance of doubt, this excludes both Payment Triggers that have not been so verified and events that are not Payment Triggers but are falsely verified as such).

2. Affiliate Programme

2.1 The Affiliate [may / will within [7] days] following the Effective Date include [at least one Link / Links] on the Affiliate Website[, and will maintain at least one Link on the Affiliate Website during the Term].

[2.2 The Affiliate will be granted access to an Affiliate control panel on the Merchant Website during the Term, from which the Affiliate will be able to:

- (a) access analytics information relating to the Affiliate's performance; and
- (b) download code to use as Links.]

3. Affiliate obligations

3.1 The Affiliate must not:

- (a) include any Prohibited Materials on the Affiliate Website, or include any hyperlink to any Prohibited Materials on the Affiliate Website;
- (b) market the Affiliate Website using spam or unsolicited emails or other unsolicited communications, or using any form of spyware, parasiteware, adware or similar software, or using any other antisocial or deceptive methods; and
- (c) increase or seek to increase the number of Payment Trigger events using any fraudulent or deceptive method.

- 3.2 The Affiliate will not take any action in connection with the Affiliate Programme which might reasonably be expected to lead to the possibility of damage to the reputation and goodwill of the Merchant and/or the Merchant Website.

4. Payments

- 4.1 In respect of each Verified Payment Trigger, the Merchant will make a Payment to the Affiliate, subject always to the other terms of the Agreement.
- 4.2 The Merchant will account to the Affiliate for all Payments due when requested by the Affiliate, unless the amount due is less than [*\$10 USD*], in which case the Payments may be held until this amount has accumulated.
- 4.3 If the Merchant is required by law to deduct withholding tax or any other taxes or duties from any Payments, then the Merchant will deduct such amounts from the Payments before paying them to the Affiliate.
- 4.4 No Payments will be due in respect of:
- [(a) any visits to or actions upon the Merchant Website made by or on behalf of:
 - (i) the Affiliate;
 - (ii) any parent undertaking or subsidiary of the Affiliate;
 - (iii) any employee, agent or officer of the Affiliate or any parent undertaking or subsidiary of the Affiliate; or
 - (iv) any natural person related to any of the above;]
 - [(b) any amount received by the Merchant by means of the fraudulent or unlawful use of a credit, debit or other payment card, or by any other fraudulent or unlawful means; or]
 - [(c) any purchases on the Merchant Website which are subsequently cancelled, refunded, reversed, or charged-back,]

and the Merchant will be entitled to require repayment of Payments made as a result of such visits, actions and purchases.