



ModeAudio Affiliate Programme: Terms & Conditions

1. General

ModeAudio shall be referred to as 'we', 'our' or 'us' throughout this terms and conditions document.

Participant website and blogs shall be referred to as 'you' or 'your' throughout this document.

Your participation in the ModeAudio Affiliate Programme is solely to legally advertise our website and to receive a commission on products and services purchased by individuals referred to <http://modeaudio.com> by your own website, blog or personal web pages.

2. Commissions

Commissions will be paid quarterly in the month following each quarter. Commissions will be paid by Paypal and only if the affiliate accumulates at least £25, otherwise commission will roll-over to the next quarter. Commission will be 20% of the total amount of ModeAudio sales referred through your web network, less Paypal transaction fees and any applicable taxes (such as Value Added Tax).

3. Revocation of Affiliate Status

Your affiliate status in the program may be suspended or terminated at any time and for any reason at the sole discretion of ModeAudio.

The following unacceptable activities are for illustrative purposes only and are not exhaustive:

- inappropriate advertisement (false claims, misleading hyperlinks, etc.)
- spamming (mass email, mass newsgroup posting, etc.)
- advertising on sites containing or promoting illegal activities
- any violation of intellectual property rights

4. Affiliate Links

You may use graphic and text links both on your website and within your email messages. You may also advertise the ModeAudio site "offline" in magazines and newspapers, though we would prefer to be contacted before you did so. You may use the graphics and text provided to you by us, or you may create your own advertisements as long as they are deemed appropriate according to the conditions outlined in Condition 3, and subject to our approval.

5. Affiliate Tracking

When a visitor clicks through your affiliate link, a unique transaction id is created and saved to the users session. If the users successfully performs checkout, the system will



look for the unique id in the affiliated transaction database. If a match is found, it will mark this transaction as successful and it will update with the total amount paid for the transaction, which you will be able to observe in your affiliates account.

6. Liability

ModeAudio will not be liable for indirect or accidental damages (loss of revenue, commissions) due to affiliate tracking failures, loss of database files, and any results of "intents of harm" to the Programme and/or to our websites. We do not make any expressed or implied warranties with respect to the Affiliate Programme and/or the products or services sold by ModeAudio. Whilst we will endeavour to uphold the smooth running of the Programme, we make no claim that the operation of the Affiliate Program and/or our website(s) will be error-free and we will not be liable for any interruptions or errors.

7. Terms of the Agreement

The terms of this Agreement begin upon your acceptance in the ModeAudio Affiliate Programme and will end when your Affiliate account is terminated. The terms of this Agreement may be modified by us at any time. If any modification to the terms of this Agreement is unacceptable to you, your only choice is to terminate your Affiliate account. Your continuing participation in the Programme will constitute your acceptance of any change therein.