

# The Affiliate Program Terms and Conditions

This is an agreement between IPG Retail Ltd and the Introducing Affiliate.

Insurance Protector and Catering Insurance are trading names of IPG Retail Ltd.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

## 1. DEFINITIONS

1.1 "Agreement" means this Agreement.

1.2 "Commission" means the payment to Affiliates by IPG Retail Ltd, in compensation for Sales and Renewals purchased by Customers referred by the Affiliate to IPG Retail Ltd.

1.3 "Customer" means the person transacting with IPG Retail Ltd in such a way as to benefit IPG Retail Ltd.

1.4 "Our", "We" or "Us" means IPG Retail Ltd or one of our registered trading names.

1.5 "Referral" means the introduction of a potential Customer to IPG Retail Ltd. by an Affiliate.

1.6 "Sale" means a sale of Insurance Products by IPG Retail Ltd to a Customer. Commission is payable from IPG Retail Ltd at the standard rates which can be requested from IPG Retail Ltd. The standard rate of commission is subject to change at any time.

1.7 "Renewal" means following a 12-month period, a Customer completes the purchase of further 12-month Insurance Product. Commission is payable from IPG Retail Ltd at the standard rates which can be requested from IPG Retail Ltd. The standard rate of commission is subject to change at any time.

## 2. IPG Retail Ltd.

2.1 IPG Retail Ltd offers a number of Insurance Products to a range of Customers.

2.2 The Affiliate agrees that We can establish a relationship with all Customers being referred to us by the Affiliate.

2.3 We will provide the Affiliate with unique material including Source Code to promote Our Insurance Products. All material provided to Affiliate remain the property of IPG Retail.

2.4 We may change or stop the distribution of one or more of the Insurance Products at any time.

2.5 Once the Customer has been referred to Us their details will be stored and may be used by Us for communication and/or marketing purposes. It is the responsibility of the Affiliate to ensure that their data protection/privacy policy reflects this.

2.6 We are responsible for ensuring that any Financial Products sold will be in accordance with current guidelines supplied by the Financial Services Authority.

### **3. OBLIGATIONS OF AFFILIATE**

Affiliate hereby warrants and represents that:

3.1 Affiliate will not use SPAM emailing, or other email practices which result in complaints from potential customers.

3.2 Affiliate will not email communications to potential customers who have not actively opted into email communications from the Affiliate.

3.3 Affiliate will ensure that all postings to newsgroups, blogs, and forums will be in keeping with the rules of our Websites.

3.4 Affiliate will not alter any aspect of the property accessed via the Customer associated with Us, including but not limited to; HTML code, cookies, appearance.

3.5 No intellectual property used by Affiliate in the promotion of our brands will infringe the rights of any third party. This includes trademarks, slogans, logos and other creative collateral.

3.6 The Affiliate will not provide, or appear to provide, any Customers with any advice or recommendation relating to any products or services offered Us.

3.7 The Affiliate will comply with the Financial Services Act 2000, The Data Protection Act 1998 and any other applicable rules and legislations.

3.8 The Affiliate agrees to fully and without reservation assist Us in the event of any complaint being received against either the Affiliate or Us.

3.9 The Affiliate will immediately inform Us of any circumstances that could have a detrimental effect on Our reputation or standing. Examples of such events include any criminal convictions either held, or investigation pending, or any sanctions imposed by The Financial Services Authority relating to any person employed or in control of the Affiliate.

3.10 Any breach of this Section by Affiliate will result in immediate cancellation of the Affiliate account and Affiliate will forfeit any Commissions, both pending and awarded. It is at the sole discretion of Us whether these warranties have been breached.

## **4. COMMISSIONS**

4.1 We will pay Commissions (once it is confirmed the Commission is unconditional) to Affiliate 45 days following the Sale or Renewal of the Insurance Product. Commission due must be unconditional Subject to 4.5 below, payments become unconditional once they are approved by Us.

4.2 Commission paid to Affiliate is calculated by Our software identifying the Unique Source Code provided. Commissions may be generated both by generating Sales and Renewals.

4.3 If We must repay any commission to any Insurance Company the Affiliate must also repay within 28 days their proportion of any refund due. Repayments may be required (but not limited to) in the following circumstances, incorrect payment made, product purchased has been cancelled (this may result in a percentage of the commission being reclaimed).

4.4 No Commission Payments will be made for Insurance Products Cancelled within the first 14 days (Customers Cooling Off Period).

4.5 In the event that fraudulent customer or affiliate activity is detected, or if any transactions turn out to be fraudulent or in any way not bona fide, Commission paid in relation to such transactions will be repayable to Us by Affiliate and any unpaid Commission forfeit.

## **5. WARRANTY AND LIMITATION ON LIABILITY**

5.1 We will use all reasonable endeavours to provide Insurance Products that meet the needs of Customers, but the Affiliate acknowledges that We cannot and does not give any warranty as to the continuing participation of any particular Insurance Products.

5.2 Except as expressly set forth in this section We make no express or implied warranty with respect to the services to be supplied by Us, including without limitation any implied warranty of satisfactory quality, fitness for a particular purpose, or non-infringement of third-party rights. We do not warrant that any services will be error-free, or that any defects that may exist in any services can be corrected. Affiliate acknowledges that We have made no representations regarding warranty or performance or capability other than as expressly stated in this section.

5.3 Affiliate hereby agrees to indemnify and hold harmless IPG Retail Ltd against any fees, expenses or damages incurred through breach of this Agreement by the Affiliate.

## **6. GENERAL**

6.1 The terms of this Agreement do not create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between Us and the Affiliate. The Affiliate has no authority to act on Our behalf.

6.2 Neither party is liable to the other by reason of strikes, shortages, riots, storm, explosions, earthquakes, war, acts of God or any other cause which is beyond the control of such party.

6.3 Communication from the Affiliate to Us must be in writing, either by email or by "Royal Mail Recorded Signed For" or similar. Communication from Us to Affiliate will be made in writing, by email or posted on Our website. Notices will be effective immediately.

The correspondence address for our Affiliation Program is: Affiliate Program, IPG Retail Ltd. Quay House 1<sup>st</sup> Floor, The Waterfront, Brierley Hill, West Midlands, DY5 1XD.

6.4 This Agreement will become binding upon acceptance of the Affiliate to the programme by Us. The Agreement can be terminated by either party at any time without cause, by providing the other party with one month's written notice. Any outstanding commission will then be withheld for a period of 12 months at which point any commission earned minus any reclaimed commission will be paid to the Affiliate.

6.5 We are permitted to publicise our relationship with the Affiliate.

6.6 We may change the terms of this Agreement at any time, by serving notice as described above.

6.7 If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable provision(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

6.8 This Agreement is made under the laws of England and Wales