

## **The Money Surgery Ltd.**

### **THE AFFILIATE SCHEME TERMS AND CONDITIONS**

This is an agreement between The Money Surgery Ltd and the Introducing Affiliate.

The Money Surgery Ltd provides a method to allow the Affiliate to connect to suppliers of goods and services (including, but not limited to, Financial Services) in order to supply a service and earn commissions.

The website [www.the-insurance-surgery.co.uk](http://www.the-insurance-surgery.co.uk) is a trading name of The Money Surgery 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 The Money Surgery Ltd, in compensation for Sales or Referrals of Customers to Merchants.

1.3 “Customer” means the person transacting with the Merchant in such a way as to benefit the Merchant’s business.

1.4 “Merchant” means a party providing products and services to Customers. Customers are referred to the Merchant by the Affiliate via The Money Surgery Ltd.

1.5 “Referral” means the introduction of a potential Customer to a Merchant by an Affiliate via The Money Surgery Ltd.

1.6 “Sale” means a sale of goods, products or services by a Merchant to a Customer. Commission is payable from The Money Surgery Ltd to the Affiliate according to the standard rates which can be requested from The Money Surgery Ltd. The standard rate of commission is subject to change at any time. Please note that not all Products and services generate commission payments (see website affiliate area for details)

1.7 Certain Merchants will request a separate agreement to be signed with the Affiliate. This may result in commission payments being made directly between the Merchant and the Affiliate. If this is the case The Money Surgery cannot accept any liability for missed, delayed or incorrect payments.

#### **2. THE MONEY SURGERY LTD**

2.1 The Money Surgery Ltd provides a network to enable Affiliates to earn Commission by supplying Sales and Referrals to Merchants.

2.2 The Affiliate agrees that The Money Surgery Ltd can establish a relationship between the Affiliate and any Merchant being promoted within The Money Surgery Ltd network.

2.3 The Money Surgery Ltd will provide the Affiliate with a unique web address to promote The Money Surgery's services. All URLs provided to Affiliate remain the property of The Money Surgery Ltd.

2.4 Merchants may change the financial terms of their Agreement, or leave The Money Surgery Ltd network at any time.

2.5 Once the Customer has been referred via The Money Surgery Ltd their details will be stored, and may be used by either The Money Surgery Ltd or The Money Surgery's Merchants 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 The Merchants will ensure that all transactions are completed in a compliant and lawful way. The Merchants will be responsible for ensuring that any Financial Products are sold in accordance with current guidelines supplied by the Financial Services Authority. The Money Surgery Ltd cannot be held responsible for any breaches of these regulations.

### 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 the website in question.

3.4 Affiliate will adhere to any additional rules associated with specific Merchant's programmes, as set out in The Money Surgery Ltd website.

3.5 Affiliate will not alter any aspect of the property accessed via the network associated with the Merchant or The Money Surgery Ltd, including but not limited to; HTML code, cookies, appearance.

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

3.7 The Affiliate will not provide, or appear to provide, any Customers with any advice or recommendation relating to any products or services offered via The Money Surgery Ltd.

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

3.9 The Affiliate agrees to fully and without reservation assist The Money Surgery Ltd in the event of any complaint being received against either the Affiliate, The Money Surgery Ltd or any Merchant.

3.10 The Affiliate will immediately inform The Money Surgery Ltd of any circumstances that could have a detrimental effect on The Money Surgery Ltd's 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 The Money Surgery Ltd whether these warranties have been breached.

#### 4. COMMISSIONS

4.1 The Money Surgery Ltd will pay Commissions to Affiliate at the end of the quarter following the month in which the Commission due became unconditional. Subject to 4.5 below, payments become unconditional once they are approved by Merchant in accordance with 4.3 below. Any commission due to Affiliate direct from the Merchant will be paid subject to the Merchants terms and commissions.

4.2 Commission paid to Affiliate is calculated by The Money Surgery Ltd software, based on Agreements between Merchants and The Money Surgery Ltd. Commissions may be generated both by generating Sales for Merchants and for providing Referrals.

4.3 The Money Surgery Ltd collects Commissions from Merchants before distributing to Affiliate, unless the Merchant has a direct agreement with Affiliate. Affiliates will receive Commission only when transactions have been approved by the Merchant based on Agreements between Merchants and The Money Surgery Ltd.

4.4 If The Money Surgery Ltd has to repay any commission to any Merchant 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 up to four years after the sale).

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 The Money Surgery Ltd by Affiliate and any unpaid Commission forfeit.

4.6 If the amount due to Affiliate in any quarter is less than £50 (excluding any VAT element if appropriate), the amount due will be carried over and aggregated with subsequent earnings and paid at the next accounting date when the cumulative amount then due for payment exceeds £50.

4.7 No Commission will be payable if a Customer's security settings are such that The Money Surgery Ltd is unable to track transactions to an Affiliate.

4.8 Commission paid is subject to VAT where applicable.

## 5. WARRANTY AND LIMITATION ON LIABILITY

5.1 The Money Surgery Ltd will use all reasonable endeavours to provide a reasonably extensive and varied selection of Merchants on The Money Surgery Ltd site but the Affiliate acknowledges that The Money Surgery Ltd cannot and does not give any warranty as to the continuing participation of any particular Merchants.

5.2 The Money Surgery Ltd will use all reasonable endeavours to ensure the continuous functioning of the network but the Affiliate acknowledges that The Money Surgery Ltd network will be subject to a reasonable amount of downtime and The Money Surgery Ltd does not give any warranty as to the continuing availability of the network.

5.3 Except as expressly set forth in this section The Money Surgery Ltd makes no express or implied warranty with respect to the services to be supplied by The Money Surgery Ltd, including without limitation any implied warranty of satisfactory quality, fitness for a particular purpose, or non-infringement of third party rights. The Money Surgery Ltd does 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 The Money Surgery Ltd has made no representations regarding warranty or performance or capability other than as expressly stated in this section.

5.4 In no event shall The Money Surgery Ltd be liable for any loss of profits, use, business, data or information, or for any incidental, indirect, special, consequential or exemplary damages whatsoever, including but not limited to damages resulting from loss of anticipated savings or lost data, even if The Money Surgery Ltd has been advised, knew or should have known of the possibility thereof, or for any incidental, indirect, special, consequential or exemplary damages resulting from any and all claims by any third parties. The aggregate liability of The Money Surgery Ltd hereunder whether in contract or in tort shall in no event exceed the commission paid to the Affiliate. This limitation shall not apply to liability in respect of death or personal injury caused by negligence or any liability that by law cannot be restricted.

5.5 Affiliate hereby agrees to indemnify and hold harmless The Money Surgery 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 The Money Surgery Ltd and the Affiliate. The Affiliate has no authority to act on The Money Surgery Ltd's 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 The Money Surgery Ltd must be in writing, either by email or by "Royal Mail Recorded Signed For" or similar. Communication from The Money Surgery Ltd to Affiliate will be made in writing, by email or posted on The Money Surgery Ltd website. Notices will be effective immediately.

The correspondence address for The Money Surgery Ltd is:

The Money Surgery Ltd  
7 Manchester Road  
Chapel en le Frith  
High Peak  
SK23 9SR

6.4 The Money Surgery Ltd may assign this Agreement at any time; The Affiliate may not assign this Agreement at any time.

6.5 This Agreement will become binding upon acceptance of the Affiliate to the programme by The Money Surgery Ltd. The Agreement can be terminated by either party at any time without cause, by providing the other party with one months 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.

6.6 The Money Surgery Ltd is permitted to publicise its relationship with the Affiliate.

6.7 The Money Surgery Ltd may change the terms of this Agreement at any time, by serving notice as described above.

6.8 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.

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

**www.the-insurance-surgery.co.uk is a trading name of The Money Surgery Limited which is an Appointed Representative (FSA registration number 511725) of The Insurance Surgery Ltd who are authorised and regulated by the Financial Services Authority (FSA registration number 401425). The Money Surgery Ltd allows The Insurance Surgery Ltd to use this site as a marketing and communication vehicle. All enquiries generated by the site will be handled by either The Insurance Surgery Ltd or The Money Surgery's other commercial partners who will also be regulated by the Financial Services Authority where required. (see terms for full details)**