

FAB Affiliate terms and conditions

By signing up as a FAB Affiliate, you agree to abide to the Terms and Conditions outlined in this document. For details of our company (including address, contact telephone, Privacy policy, Conditions of trading and registered VAT number) please visit our main website www.fabit.com .

"FAB", "We", "Our" and "Us" refer to FAB Enterprises & Innovations Ltd. "You", "Your affiliation", "yours" and "The Affiliate" refers to the end user accepting this Agreement.

Duration of affiliation

Your affiliation duration begins when you have verified your website and a member of FAB's staff has inspected your site(s) for suitability and authorised you as an affiliate. If successfully authorised the verified date will be counted as your official start date. Any referral fees earned during the verified date and the authorised date if these are different will be valid and counted towards your earnings for that month. The duration of your affiliation will continue until either party has ended it. Commission fees are applicable during this period only.

We reserve the right to remove the Affiliate and withhold commission fees of the Affiliate if any Affiliate is found to be in violation of this Agreement.

Referrals

Referrals are domain tracked. You must be the legal owner of a domain in order to participate in the FAB Affiliate Programme, the exception to this is hosted blogs where you are assigned a sub-domain by the domain owner. The affiliate is required to prove he/she is the owner of a domain by file verification. FAB will issue affiliates with the name of a file that has to be placed into the root directory of a domain. This file can contain any content the affiliate deems necessary. With the file in place the affiliate must verify the file exists by completing the verification process.

All referrals from the affiliate are tracked with a 30 day cookie. If during this time a referral creates an account or purchases anything from FAB that referral becomes a sub-client of the affiliate. Any and all future purchases by the sub-client will result in a referral fee for the affiliate for the duration of this agreement of until such times that the sub-client is no longer a customer of FAB.

From time to time FAB will be required by Data Protection rules to purge the FAB database of non active clients. If this occurs the affiliate acknowledges that the sub-client once removed may return at a future date as a sub-client of another affiliate. No affiliate earnings will be made by the affiliate in this instance. FAB will maintain records of customers (and thus sub-clients of the affiliate) for either a minimum of 7 years from the last order/purchase or 6 months if the sub-client has not made a purchase or less in the case of the later and the sub-client has requested their details to be purged from the FAB database. The affiliate acknowledges that the sub-client once removed may return at a future date as a sub-client of another affiliate.

The Affiliate agrees that it will be a FAB's discretion to remove a sub-client account after 7 years of non-activity following a successful purchase.

The affiliate will not have any entitlements to view personal sub-client details or any other data that would personally identify them. The Affiliate acknowledges that a referred sub-client is a customer of FAB.

Orders

If at any point an order has been found to be fraudulent, or if an order has been refunded, cancelled or otherwise reversed, we reserve the right to withhold any commission fees that are due from the referred client.

Commission & payments

Affiliates will be paid by either a PayPal payment or as SMS sending credit+10% every calendar month. The choice of payment method will be yours with the exception when the total earnings for the month is less than £3. PayPal payments will be sent to the same email address as registered on your account. It is your responsibility to make sure you can accept PayPal payments on the email address you have registered with us.

The affiliate has the right to change between the method of payment at any time so long as a payment has not already been made for the given month.

All payments will be made two months in arrears (this is mainly to account for our 60 day money back guarantee offers. If a referred customer decides to take up this offer then no referral fees will be earned for that particular transaction)

We reserve the right to disqualify an Affiliate from the program and to withhold any commissions due to the Affiliate at our own discretion.

Relationship of parties

Nothing in this Affiliate Agreement will create any partnership, joint venture, franchise or employment relationship of any kind between the parties. You will have no authority to make or accept offers or representations on our behalf.

As an Affiliate, you will not make any statements that violate this section of the Agreement, whether in print, spoken word or on your website.

Disallowed content

We will not allow or tolerate an Affiliate that uses disallowed content on their website. Disallowed content includes; sexually explicit material, violence, illegal activity (according to the laws of England & Wales), discrimination and violation of copyright (in any country).

We expressly do not allow any Affiliate that uses *SPAM* emails, *SPYWARE*, *ADWARE* or similar techniques to gain Internet traffic. An affiliate will be instantly disqualified in this instance and all referral fees earned suspended. FAB also reserves the right to have all other referral fees paid to-date to be returned.

Any attempt to encourage existing FAB customers to purge their details from the FAB database and who then become a sub-client of The Affiliate will cause the immediate disqualification and all due referral fees suspended.

We reserve the right to monitor our affiliates from time to time so that we can ensure the terms of this Agreement are kept.

Username & password

As an Affiliate, you are responsible for maintaining the confidentiality of your login username and password. You are also responsible for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for any actions that occur under your account or password. You should inform us immediately if you suspect that your password is, or is likely to be used in an unauthorised manner.

Linking to FAB websites

You may link to any of our websites participating in the FAB Affiliate programme any way you like. As no affiliate code is required (referrals are domain tracked) you may link to any page of FAB website (With the exception of secure pages and/order shopping cart/checkout).

If you wish to modify any graphic that you obtain from our website for linking purposes you must submit your modifications to FAB for written approval before displaying on your own site. You may save a graphic that we supply you for linking purposes, but on doing so you agree that you shall not modify the graphic and you will only use it to link back to our website(s).

You agree not to link to our website or any portion of it in a frame or by using framed techniques without express written consent. You may access the website on the condition that you will NOT download, copy or modify any portion of it. This does not apply to web page caching techniques.

Governing law & jurisdiction

This Agreement is to be treated as made in England according to English Law and subject to the exclusive jurisdiction of the English Courts.

Disclaimer

We make no representation that the operation and availability of our website and services will be uninterrupted or error-free, and we will not be liable for interruptions or errors.

We shall not be held liable for any failure of service that is caused by any circumstance outside of our control. These Terms and Conditions maybe subject to change without notice.