# TERMS AND CONDITIONS OF THE WARGAMES WORLD AFFILIATE SCHEME

This Agreement contains the Terms and Conditions that apply to an individual participating in the wargamesworld.com Affiliate Scheme (the "Scheme"). As used in this Agreement, "we" means wargamesworld.com and "you" means the Applicant. "Site" means a World Wide Web Site located at the URL <a href="http://www.wargamesworld.com">http://www.wargamesworld.com</a>

# 1. Joining the Wargames World Affiliate Scheme

An application to join the wargamesworld.com Affiliate Scheme is accepted in good faith on the proviso that your web site is not unsuitable for the Scheme. Unsuitable sites include those that:

- promote sexually explicit materials
- promote violence
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- promote illegal activities
- otherwise violate intellectual property rights

All sites will be reviewed on a regular basis and should it be determined (in our sole discretion) to be unsuitable for the Scheme, we may terminate this Agreement and withdraw your membership of the Scheme

# 2. Product Range Links on Your site

You may select one or more Product ranges to list on your site. A "product range" is any product range listed on our site with the appropriate link code. For each selected Product range shown on your site, you will display a graphical banner linking directly to that product range at wargamesworld.com.

You may add or delete Product ranges from your site at any time without our approval. No amendments, additions or alterations must be made to the details given with each Product range used.

#### 3. Order Processing

We will process Product orders placed by customers who follow the Special Links from your site to our site. We reserve the right to reject orders that do not comply with our normal Trading Terms and Conditions or any other requirements we may establish periodically. We will be responsible for all aspects of order processing and fulfilment.

#### 4. Qualifying Product ranges

Once a customer has clicked through from your site to our site any sale we obtain from that customer will entitle you to commission, though we will only pay commission on such sales after order, payment and shipping have been confirmed.

#### 5. Commission Payments Options.

Affiliates may choose one type of commission payment option for each Product range they choose. Commission options are currently;

- 5% of Qualifying Revenue from sales if cash is chosen as a reimbursement method.
- 10% 5% of Qualifying Revenue from sales if online store credit is chosen as a reimbursement method.

Adjustments to commission options maybe made from time to time at our discretion without prior notice.

#### 6. Qualifying Revenue

This is revenue by us from qualifying sales made in accordance with our normal terms of trading.

#### 7. Commission Payment

We will pay commission on a monthly basis. All payments will be made approximately 30 days following the end of the qualifying month. We will send you a cheque for the commission earned or a statement of account if you wish us to hold the commission due against future personal purchases.

## 8. Policies and Pricing

Customers who buy products through this scheme will be deemed to be customers of wargamesworld.com . Accordingly, all wargamesworld.com rules, policies and operating procedures concerning customer orders, customer service and product sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold under this scheme in accordance with our own pricing policies. Product prices and availability may vary from time to time. Any price changes will automatically update any links. We will use every reasonable effort to present accurate information but cannot guarantee the availability or price of any particular product.

## 9. Limited Licence

We grant you a nonexclusive, revocable right to use the graphic images and text described in Section 2. You may not modify the graphic image, text, or code in any way. We reserve all of our rights in the graphic image and text, any other images, our trade name and trademarks, and all other intellectual property rights.

#### 10. Responsibility for Your Site

You will be solely responsible for the development, operation and maintenance of your site, and for all materials that appear on your site. We disclaim all liability for any details contained thereon other than those provided by ourselves through the link

to our site. Further, you will indemnify and hold us harmless from claims, damages and expenses relating to your site.

# 11. Term of the Agreement

This agreement will begin upon your acceptance of the Terms and Conditions of the Affiliate Scheme and will continue for as long as the product chosen is available, your site continues to qualify (except as stated in Section 1) or until we terminate your participation in the Scheme. Notice of termination by us will be sent by email at the earliest opportunity.

#### 12. Miscellaneous

This Agreement will be governed by UK law and applies to the applicant of the scheme and wargamesworld.com only.