

QuoteRack Affiliate Programme Agreement

This Agreement comprises the complete terms and conditions of the QuoteRack affiliate program.

By participating in the program it is assumed and understood that both parties accept and agree to these terms and conditions.

Please note "we", "us", and "our" refers to QuoteRack Ltd and "you", "yours", "your" refers to the applicant/affiliate. The term of this agreement will begin once you are accepted into the QuoteRack Ltd affiliate program and will end upon notice of termination from either you or QuoteRack Ltd.

1. Rights and Restrictions

We reserve the right to accept or reject any affiliate we review. All new affiliate requests will be reviewed and decided upon within 24-48 hours. In the event that we have opted to accept or reject your acceptance as an affiliate we will endeavour to notify you by e-mail within this 24-48 hour time period. QuoteRack Ltd will exercise its own discretion during the decision making process and may decide to decline any application we see necessary and without giving reasons.

2. Cancellation

QuoteRack Limited reserves the right to terminate your affiliate program without notice and for any reason; our decision is final.

Reasons for cancellation might include but are not restricted to slander, misrepresentation made to us or to others, spam e-mail used to promote the affiliate or program, posting QuoteRack Ltd links on unapproved websites, uploading affiliate code through the use of unapproved methods, or sites that we feel might bring QuoteRack Ltd into disrepute, etc.

Your affiliate program membership will be suspended initially, followed by a warning letter to you in the form of e-mail, fax or letter. If no reparations have been made, then the affiliates account with QuoteRack Ltd will be terminated.

An affiliate may cancel their account with QuoteRack Ltd at any time and for any reason.

In addition, we may terminate this agreement immediately upon your death, liquidation, dissolution, bankruptcy, insolvency, receivership, or administration, or if you enter into a provisional liquidation or a composition with creditors;

If we have reasonable grounds to suspect fraud, or the administration of the account is such as to prejudice the interests of any of our clients, intermediaries and/or us;

If your regulatory status with or authorisation by any regulator or Government body is terminated, withdrawn or is subjected to conditions that, in our opinion, could materially affect your performance of your obligations under this Agreement;

If in our judgement, there is a material breach of the terms of this Agreement that, being capable of remedy, has not been rectified within a reasonable period of time.

3. Use of Approved Graphics and Links and Limitations of Use

Only html code and approved linking information is to be used for the affiliate's website(s). Failure to do so will result in misappropriated commissions. All of the links, graphics, and account management information will be provided to the affiliate after their acceptance into the program. In no way is the affiliate to use graphics or links not approved by QuoteRack Ltd.

You must not use your links provided in relation or reference to of any of the following:

- Promotion of or reference to sexually explicit materials
- Promotion of or reference to violence
- Promotion of or reference to discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promotion of or reference to illegal activities
- Breach of intellectual property rights, either those of QuoteRack Ltd or of any third party
- Include 'QuoteRack' or variations or misspellings thereof in your domain names
- If you, your staff, agents or representatives are in any way connected to persons or a company rejected for membership of the Financial Services Authority (FSA), Insurance Brokers Registration Council (IBRC) or some other similar body created to monitor members of the insurance profession.

Once a visitor clicks on an affiliate link and submits a genuine insurance quotation request through QuoteRack Ltd that visitor becomes the sole customer of QuoteRack Ltd. The affiliate will not have access to the customer's account information or contact information and will not be allowed to communicate with the customer with regard to their quote/s placed with QuoteRack Ltd. QuoteRack Ltd is responsible for all customer service and post-quote enquiries made with the customer.

This agreement does not constitute a joint venture, partnership, franchise, or other representative business of QuoteRack Ltd. The affiliate is being paid as an independent contractor and in no way is this to be interpreted as representation or endorsement by QuoteRack Ltd.

QuoteRack Ltd may at any time refuse any particular link, text or referring graphic used to forward a viewer to the QuoteRack Ltd website. Only approved links, banners, graphics and text may be used.

The use of QuoteRack Ltd affiliate links or links referring to a particular affiliate link is strictly prohibited through the use of junk mail, email server programs, spam, hit distribution networks, pay-per-click programs, or through mass distribution in chat rooms, etc.

QuoteRack Ltd holds sole discretion on what is termed as "inappropriate use" and may at any time close an account if we are given information on inappropriate use.

4. Payment of Commissions and Tracking

The commissions' payable under this affiliate program will be determined at the point at which a legitimate insurance quotation request is submitted by a referred website visitor via the QuoteRack.co.uk website.

You will be paid a referral commission equivalent to 25p (twenty-five pence) for each satisfactorily completed insurance quotation request submitted via QuoteRack.co.uk as the result of a direct referral from your website(s).

For the purpose of these terms and conditions payment will be made by cheque and will be made on or around the 25th of each month. (Please note that if the commission due is less than £50 for the said month, this will roll over until the amount exceeds £50, at which point you will be paid directly into your account.)

Commissions can be voided within your account for reasons which we will feel are appropriate. This is usually the result of fraudulent quotes, excessive clicks from the same IP address or other reasons that facilitate potential or actual enhancement of commission. In the event that this occurs you will be notified immediately.

If we believe that fraudulent clicks have been recorded within your account as a result of masking links, multiple clicks or through embedding the code in a hidden fashion within your pages, or if the commission links have been exploited in any other way, we reserve the right to cancel any or all commissions and if necessary, close the account.

5. Changes to the Affiliate Program

QuoteRack Ltd reserves the right to change, suspend or terminate this affiliate program without notice. In the event the program is suspended or terminated, all commission payments that are outstanding will be paid by BACS in the usual way.

6. QuoteRack Ltd

QuoteRack Ltd is a wholly-owned subsidiary of OMNIX Ltd, whose address is:

Touchstone 2, Pinewood Business Park, Coleshill Road, Solihull B37 7HG

Tel: 0845 003 7556

Email: Affiliate@QuoteRack.co.uk