

Health and Care Affiliate Programme Terms and Conditions

The following terms and conditions form a legally binding agreement between the affiliate of the Health and Care Affiliate Programme (hereafter referred to as “you” or the “Affiliate”) and Health and Care (hereafter referred to as “us”, “Health and Care” or “Merchant”) in relation to the Health and Care Affiliate Programme (the “Programme”).

1. Application of Terms of the Health and Care Affiliate Programme

- 1.1 These terms and conditions apply to your application and participation in the Health and Care Affiliate Programme. They do not apply to any participation in any other affiliate programme or third party provider.
- 1.2 You must not apply to participate or indeed participate in the Programme unless you accept these terms and conditions and indicate your acceptance applying to participate and/or by participating in the Health and Care Affiliate Programme.
- 1.3 You may not participate or apply to participate in the Programme if you are not of legal age to form a binding contract with Health and Care, or are prohibited from or in any other way precluded from participating in the Programme under the laws of the country in which you are a resident or residing. Health and Care can take no responsibility for a breach or contravention of the laws and customs in your particular jurisdiction.
- 1.4 You are deemed to have accepted these terms and conditions by submitting an application to participate in the Programme through the Health and Care website, by email or by telephone or by your continued participation in the Programme for any length of time.
- 1.5 Health and Care may make changes to the terms and conditions of the Programme from time to time. Health and Care will make a new copy of the terms and conditions available to you on the Health and Care website and/or by email from your account manager. You understand and agree that if you continue to participate in the Programme after the date on which the terms and conditions have changed, you are deemed to have affirmatively accepted the new terms and conditions and are bound by those terms and conditions. If you do not wish to continue to participate in the Programme following such changes, your only remedy is to terminate your participation in the Programme immediately by removing any affiliate marketing activity, and to terminate your participation in writing.

2. Enrollment

- 2.1 If you wish to participate in the Programme, you must complete the affiliate submission form on the affiliates page of our website with full details requested. A Health and Care affiliate account manager may require further details from you by subsequent email, telephone or written correspondence.
- 2.2 Affiliates shall not attempt to open more than one Health and Care affiliate account on the Health and Care network, nor on any other networks. Affiliates with multiple Health and Care accounts with Health and Care or other third party providers of affiliate services are not

permitted without the express prior written consent of Health and Care, and will be removed from the Programme if found to be in breach of this clause.

- 2.3 Health and Care will evaluate the application to become an Affiliate and notify the potential Affiliate of the acceptance or rejection to the Programme. Health and Care may reject any application, in Health and Care's sole, absolute and final discretion, if it believes that the submitted application or related website is unsuitable to join the Health and Care Affiliate Programme.
- 2.4 Health and Care deem the following attributes of a site to be unsuitable (This list is not exhaustive but is indicative of the types of site that are unsuitable). Unsuitable sites are those that:
 - 2.4.1 Infringe trademark rights of Health and Care or any third parties or otherwise violate the rights of other third party or parties;
 - 2.4.2 Contain sexually explicit materials;
 - 2.4.3 Contain hate/violent/offensive content;
 - 2.4.4 Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - 2.4.5 Promote illegal activities or otherwise violate any applicable laws including, without limitation, those targeting spyware, adware, malware or SPAM;
 - 2.4.6 Violate any intellectual property rights of Health and Care or any third parties including, without limitation, scraping text or images from Health and Care's website or any other sources that contain images or text originating from Health and Care;
 - 2.4.7 Are in any other way considered to be by Health and Care inappropriate and/or offensive.
- 2.5 If Health and Care rejects the application submitted through the Affiliate application process, the rejected or potential affiliate can re-apply to the Programme at any time. If the Affiliate application is accepted and your site is subsequently deemed to be unsuitable for the Programme, at Health and Care's sole discretion, Health and Care may terminate this Agreement and your participation in the Programme for any reason whatsoever.

3. Term and Termination

- 3.1 These terms and conditions shall remain in full force and effect for the whole time in which you participate in the Programme.
- 3.2 Health and Care may terminate your participation in the Programme at any time and immediately without prior notice, if you are in breach of any of these terms and conditions.
- 3.3 Immediately upon ceasing participation in the Programme you will cease all uses of any trade names, trademarks, service marks, media, logos and other designations of Health and Care or its licensors. You shall immediately remove all Health and Care or Health and Care

related banners from your site and disable any links to Health and Care's website from your site. You shall also return to Health and Care any confidential information, and all copies of such information in your custody or control.

- 3.4 The termination of your participation in the Programme will not relieve you of or exclude you from any liability arising from any breach of these terms and conditions occurring prior to such termination.

4. Affiliate Obligations and Responsibilities

4.1 General

- 4.1.1 As an Affiliate, you shall only engage in advertising, marketing and promotional efforts which do not violate any law and which reflect positively upon Health and Care's business reputation or brand.
- 4.1.2 As an Affiliate, you shall not establish any social media domains, blog domains, profile names, user names, display names and other identification names including Health and Care. This includes on forum posts, Myspace, Twitter, Bebo, Facebook or other social resource or platform.
- 4.1.3 Other than your entitlement to receive commission in accordance with clause 5 below, you shall not be entitled to any costs or payments incurred by it in relation to advertising, marketing or promoting Health and Care products and services to your customers in accordance with the Health and Care Affiliate Programme. All costs and expenses in the advertising, marketing and promotion of Health and Care's products and services will not be recoverable from Health and Care and are borne solely by the Affiliate.

4.2 Keywords and Bidding

- 4.2.1 Affiliates shall not purchase any domains that include any variation or misspelling of Health and Care, including but not limited to any of the keywords listed in the Prohibited Keywords List below, in any format, in any pay per click search engine, including but not limited to, Google, Bing, Yahoo, Ask, Lycos, Facebook or Amazon.
- 4.2.2 Affiliates are also restricted from using any Health and Care trademarks, any variations or misspellings of Health and Care, or any of the words in Prohibited Keywords List which represents a non exhaustive list of precluded search terms, in URLs on any search engines.
- 4.2.3 Affiliates shall not use branded term + generic term formats for keyword triggers to gain preferential listings on any search engines, directories or any other kind of online database. For example, "Health and Care knee supports" or "knee supports from Health and Care" are not permitted pursuant to this clause.
- 4.2.4 Affiliates are permitted to use appropriate keywords that do not relate to any Health and Care keywords. For example, "knee supports", "ankle supports", "aluminium wheelchairs" and "walking sticks" are permitted.

- 4.2.5 It is the responsibility of the Affiliate to seek the advice of the Affiliate account manager in charge of the Affiliate account to seek advice and guidance if there is any doubt or uncertainty as to what is permitted or not permitted under these terms and conditions.
- 4.2.6 Affiliates are not permitted to bid on any of Health and Care's competitors' brand terms to drive traffic to the Health and Care website.
- 4.2.7 You acknowledge the risk of using Google Adword's broad match search term facility which may include Health and Care as a search term within its broad search term catchment. It is therefore highly recommended by Health and Care to negative the keywords "health and care" and "healthandcare.co.uk" in order to ensure search terms including "health and care" and "healthandcare" do not appear, falling foul of these terms and conditions.
- 4.2.8 All clicks must land on the Affiliate's site first. The web user must click on the link on the Affiliate's site that links to the www.healthandcare.co.uk website. Clicks must never land directly on the www.healthandcare.co.uk website or any of its subpages from any CPC or paid advertising.
- 4.2.9 Affiliates shall not set up any site redirects from any pages on its website or network of websites so that the page goes directly to Health and Care's website.
- 4.2.10 Affiliates shall not place any banners or links within unsolicited emails, unauthorised newsgroup postings, chat rooms, forum posts or through the use of bots. Traffic generated illegally or unlawfully will not be commissionable.
- 4.2.11 Affiliates are not permitted to bid on or use any Health and Care trademarks to gain preferential listings on search engines or directories or any other kind of online database. You accept and acknowledge that Health and Care continually monitor search engine activity.

4.3 Advertising Material

- 4.3.1 Affiliates agree to co-operate fully with Health and Care in utilising and maintaining links and other promotional tools as supplied by Health and Care.

Furthermore, the Affiliate agrees to:

- 4.3.2 Utilise the entire code for the banners, links and other promotional tools (including the tracking codes therein) and not in any way alter or remove any part of the code;
- 4.3.3 Display on the Affiliate's website only those graphical or textual images that are provided by Health and Care;
- 4.3.4 not itself create or display any written material relating to Health and Care or the Health and Care Affiliate Programme;

- 4.3.5 Update such images with new images provided by Health and Care from time to time;
- 4.3.6 Display such graphic and/or textual images prominently in relevant sections of the Affiliate website, and;
- 4.3.8 only display such graphic and/or textual images in accordance with any applicable time limits notified to the Affiliate and ensure that they are not displayed after the expiry of any applicable promotional periods relating to such graphic or textual images.

4.4 Spam

- 4.4.1 Health and Care does not condone or endorse SPAM. Any Affiliates found to be actively engaged in SPAM activities will be removed from the Programme. Commission will not be payable where it results from or is connected to SPAM activity.
- 4.4.2 Communications that are not permitted by Health and Care include without limitation, unsolicited email (spam), spamvertising and spoofing. By participating in the Programme, the Affiliate agrees to abide by all applicable regulations and employ best practices in all marketing email communications. The Affiliate further acknowledges and agrees that subscribers and customers may incur expenses in dealing with SPAM-generated mail, and that Health and Care may potentially incur legal expenses and penalties as a result of unauthorised third party email communications and in such event expenses will be payable by the Affiliate. In such cases, Health and Care shall determine such amounts in good faith, such determination will be deemed accepted by the Affiliate, and such amount will be collectable by law as a debt owing to Health and Care, following Health and Care's demand for payment of such amount by the Affiliate.

4.5 Coupons/promotion codes

- 4.5.1 Please note that affiliates operating a vouchercode directory will not be approved onto the programme and any vouchercode affiliate generating commissions via a vouchercode site will have them declined.
- 4.5.2 For the purposes of clause 4.5.1, a voucher code directory includes without limitation:
 - (i) any website with a URL that contains any or all of the following terms, or derivatives of the following terms: "code", "vouchercode", "promotional code" "voucher" or "coupon";
 - (ii) any website which appears in search engine listings under any of the terms or derivatives of those set out in clause 4.5.2(i); and
 - (iii) any website whose primary or main focus is to promote the use of voucher codes.

4.5.3 In the event that Health and Care does, notwithstanding clause 4.5.1 above, engage in a tactical voucher code/voucher redemption for use both online and/or offline, the Affiliate shall comply with the following rules in respect of promoting special offers, discounts and/or promotions:

- (i) Use of “click to reveal” when there is no valid or current code present, or use only to show deals, offers or sales instead of vouchers, is not permitted.
- (ii) The voucher offer that will be revealed by the click must be clearly detailed.
- (iii) All codes used must be valid, which means that they must have been legitimately issued by Health and Care for use online and must have an activation date and where necessary, a deactivation date.
- (iv) The Affiliate must not feature any unauthorised codes nor cite a URL to that unauthorised code anywhere on the Affiliate’s website(s).
- (v) The Affiliate must not feature coupon, voucher or promotion codes outside of the stated promotional period.

5. Commission payments

5.1 Commission will be paid in accordance with the payment structure published and updated from time to time on the Health and Care website.

5.2 Health and Care has the right to determine the rate of commission payable and the terms on which it is payable, in its absolute discretion.

5.3 Health and Care shall notify the Affiliate of the rate of commission payable via:

- (i) email to the Affiliate; or
- (ii) phone call to the Affiliate, and Health and Care may vary the rate of commission payable at any time, on giving notice to the Affiliate via the same method.

5.4 The Affiliate shall receive commissions payable in accordance with these terms and conditions.

5.5 If the Affiliate breaches any of the provisions of clause 4 of these Terms:

- (i) commission which would otherwise have been payable in respect of the day(s) on which each such breach occur, shall not be payable; and
- (ii) Health and Care may suspend or terminate the Affiliate’s participation in the Programme immediately without notice to the Affiliate.

5.7 No commission is payable in respect of:

5.7.1 transactions made using Health and Care gift vouchers

5.7.2 transactions made using invalid promotion/voucher codes;

- 5.7.3 the cost of shipping, delivery or handling of goods;
 - 5.7.4 bad credits and returns;
 - 5.7.5 fraudulent transactions; and
 - 5.7.6 any other exclusion notified to the Affiliate from time to time.
- 5.8 The “relevant period”, “cookie period” or “return days” during which, for the purposes of the Programme, a commission may (subject to all other terms and conditions) become payable following the date (the “Session Start Date”) of access by a website end user of Health and Care’s website by clicking on a link published by the Affiliate in accordance with these terms, is the earlier of: (i) one month from the Session Start Date; (ii) the date and time at which a website end user visits Health and Care’s website via any indirect link other than the Affiliate Link (for example but without limitation, via the online marketing activity of any other third party); and (iii) the expiration or termination of the Affiliate’s participation in the Programme for any reason whatsoever.

6. Warranties and Indemnities

- 6.1 No advice or information, whether oral or written, obtained by you from Health and Care or in relation to the Programme shall create any warranty not expressly stated in these terms. Health and Care further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement. Health and Care also makes no warranties as to the performance of the Programme or the number of visitors who click on a link from the Affiliate’s website to Health and Care’s website.
- 6.2 You expressly understand and agree that Health and Care, its subsidiaries and affiliates, and its licensors shall not be liable to you for:
- (i) any indirect, incidental, special, or consequential damages which may be incurred by you, however caused;
 - (ii) any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data;
 - (iii) any loss or damage as a result of:
 - (a) any changes which the Company may make to the Programme, or for any permanent or temporary cessation in the provision of the Programme (or any features within the Programme);
 - (b) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Programme; or
 - (c) your failure to keep your password or account details secure and confidential.

6.3 The limitations on Health and Care's liability above shall apply whether or not Health and Care has been advised of or should have been aware of the possibility of any such losses arising, but shall not in any way limit or restrict any liability of Health and Care for:

- (i) any death or personal injury caused by the negligence of Health and Care;
- (ii) any loss arising out of any fraudulent misrepresentation; or
- (iii) any other liability which cannot by law be excluded.

6.4 The Affiliate warrants that:

- (i) its acceptance of these terms does not breach any other agreements to which it is a party;
- (ii) it has duly registered the domain names of its website(s) which will be linked to Health and Care's website with all applicable authorities; and
- (iii) the Affiliate's website(s) (including without limitation all content, text, images, software, media and other materials which the Affiliate has placed within its website(s)) is proprietary to or licensed by the Affiliate and does not and will not infringe upon or violate any copyright, patent, trade mark or other proprietary third party right.

6.5 The Affiliate will indemnify and hold harmless Health and Care, its officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable legal fees) directly or indirectly arising from or relating to: any breach by it of these terms, or any act or omission of the Affiliate in relation to the Health and Care Affiliate Programme.

7 General

7.1 The Affiliate shall not assign, transfer, charge, create a trust over or otherwise deal in its rights and/or obligations under these terms (or purport to do so) without Health and Care's express prior written consent.

7.2 The Affiliate shall not sub-contract the performance of any or all of its obligations under these terms without Health and Care's express prior written consent.

7.3 Unless the right of enforcement is expressly granted, it is not intended that any provision of these terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to these terms.

7.4 A failure or delay by either party to exercise any right or remedy under these terms shall not be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy.

7.5 Without prejudice to Health and Care's agreement with the Affiliate Network Provider, these terms represent the entire terms agreed between the parties in relation to their subject matter and supersede all previous contracts or arrangements (including any usage or custom

and any terms arising through any course of dealing) of any kind between the parties relating to their subject matter.

- 7.6 Nothing in these terms and no action taken by the parties pursuant to these terms shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party for any purpose whatsoever. No party shall have the authority to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.
- 7.7 Each of the provisions contained in these terms shall be construed as independent of every other such provision, so that if any provision of these terms shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of these terms, all of which other provisions shall remain in full force and effect.
- 7.8 These terms shall be governed by and construed in accordance with English law.

8. Payment

- 8.1 Payment shall be made to affiliates by bank transfer or by cheque on a monthly basis upon issuing by the affiliate of an invoice to Health and Care.
- 8.2 Where no payment is to be made or no payment is due, no invoice need be presented to ensure the live status of the account.

9. Reward Structures

- 9.1 Where a reward or commission structure is in place based on a certain number of sales, those sales that are deemed to activate the next commission level must be completed and non-refunded or disputed transactions.