

# NHBS Affiliate User Operating Agreement

Effective from January 2011.

This agreement details the terms under which you participate in NHBS Affiliate Programme. 'We', 'Us' and 'Our' means NHBS Ltd. 'You' or 'Your' refers to the affiliate. 'Site' or 'Website' refers to any website, blog, email or other online or offline service through which the affiliate plans to host NHBS affiliate links.

## 1. Description of the NHBS Affiliates programme

The NHBS Affiliate Programme allows you to advertise products on your website. These products are linked to NHBS via tagged HTML links and an advertising fee is paid to you on qualifying sales of said products. All products available on [www.nhbs.com](http://www.nhbs.com) are eligible for advertising on your site.

## 2. Sign-up

To participate in NHBS Affiliates you will need to complete the online sign-up process.

By ticking to confirm that you accept the Affiliate User Operating Agreement you indicate that you agree to the terms herein, are legally and technically able to comply with the requirements of the programme and warrant that you are authorised to apply to this affiliate programme on behalf of the named site.

Your application will be reviewed by NHBS. We will notify you once we have processed your application. Reasons for rejecting an application include, but are not restricted to:

- a. Sites we don't feel fit with NHBS's core values.
- b. Sites which promote sexually explicit material.
- c. Sites which promote violence.
- d. Sites which contain libellous or defamatory materials.
- e. Sites which promote discriminatory practices.
- f. Sites which undertake or promote illegal activity.
- g. Sites which violate trademark legislation.
- h. Sites which violate copyright or other intellectual property rights.

The email address provided by you in the sign-up process will be used for future communication about the affiliate programme and you will inform us of any changes to your contact information.

## 3. Definitions

- a. **Affiliate link.** A hyperlink from your website to NHBS – this can be from a text link, an image advert, a banner display or an offline affiliate link. The link, which is generated using the affiliate link builder on [www.nhbs.com](http://www.nhbs.com) contains your affiliate ID and information about the product.
- b. **Visitor.** Someone who browses your webpages or other content.
- c. **Product or item.** Something that is for sale on NHBS and available for you to link to as an affiliate.
- d. **Qualifying sale.** This is when a visitor clicks on one of the affiliate links you create, buys something from NHBS and meets the criteria described in Section 9.

- e. **Banner.** An image based advert, available in numerous sizes and designs, which can be displayed on your website or in your emails and links to products or subject categories on [www.nhbs.com](http://www.nhbs.com). The images on the banner are hosted by NHBS.
- f. **Books & DVDs.** Products from our book, gift voucher, DVD, CD, multi-media and software categories. Includes calendars, wall charts and unbound printed matter.
- g. **Equipment.** Products including all fieldwork equipment, travel-related items, clothing and accessories.

#### **4. Affiliate links on your site**

To enable us to track sales made from your site you will use tagged links provided by our affiliate link builder. It is essential that these links are inserted into your site correctly as they are the mechanism for tracking and recording sales. Use and maintenance of all and any links on your site is solely your responsibility and we can accept no liability for advertising fees lost or unreported due to broken affiliate links on your site.

#### **5. Offline affiliate links**

Some affiliates may wish to offer their visitors or members product lists by post or in their catalogues – to facilitate this we can offer a short affiliate code which can be quoted by a customer online, by phone, by post or by email. The quoting of this code enables the affiliate to earn an advertising fee in the same way as an online qualifying sale.

Offline affiliate links are only suitable for some types of affiliate – please contact us to discuss your requirements if you would like to know more.

#### **6. Responsibility for your website**

You are solely responsible for all aspects of your website and the correct insertion of HTML into your webpages, including:

- a. All technical aspects of using and monitoring affiliate links.
- b. Maintenance and running of hardware and software on your site.
- c. Choosing and using content on your site.
- d. Ensuring that you meet and all relevant legal and statutory requirements regarding affiliate relationships and data protection e.g. tax, privacy, disclosure, security, copyright, trademark.

We will have no liability for any aspect of the running of your site or your relationship with visitors or any of your visitors' claims relating to these matters. You agree to defend, indemnify and hold us and our employees, officers, directors and affiliates, harmless from and against all claims, damages, losses, liabilities and expenses (legal or otherwise) relating to any dispute regarding responsibility for the above responsibilities.

#### **7. Orders and customers**

NHBS will process orders resulting from affiliate links in accordance with our standard customer Terms & Conditions prevailing at the time of sale ([http://www.nhbs.com/help/terms\\_and\\_conditions\\_privacy\\_policy/](http://www.nhbs.com/help/terms_and_conditions_privacy_policy/)). We will track these orders for reporting and payment of advertising fees to you. We cannot, and will not, disclose any information about individual customers to affiliates.

## 8. Fees

Advertising fees will be calculated at the following rates:

	<b>Books &amp; DVDs</b>	<b>Equipment</b>
<b>Advertising fee on qualifying sales</b>	6%	4%

Advertising fees are paid on qualifying sales (as described in Section 9) based on the amount we receive from customers less delivery charges, VAT (or other taxes prevailing at the time of purchase), service charges and returns.

There is a Maximum Single Item fee (the maximum amount which can be earned as an advertising fee on any individual product) of £20.00.

We may from time to time offer promotional or incentive based increased fees for particular products or categories. Any deviation from the standard fees would be entirely at NHBS' discretion.

## 9. Qualifying sales

Subject to the exclusions listed below, a qualifying sale is when a customer clicks on an affiliate link on your site, visits NHBS and purchases the linked product and/or other products at the same time. From the time when the visitor clicks on your links and visits NHBS we will record their visit for 48 hours in a web session (using a browser-based cookie). After they complete an order within the 48 hour period (which we tag with your affiliate ID) the cookie is removed and if no order is placed within 48 hours the cookie expires.

Exclusions – these are not qualifying sales and will not generate advertising fees:

- a. If a visitor clicks on your affiliate link and visits NHBS but then clicks on another affiliate's link to NHBS during the 48 hour session.
- b. Any item purchased through your affiliate link for yourself, placed by you for others, or purchased within organisations for use by that organisation.
- c. Any item purchased for resale.
- d. Any item where the sale is cancelled, returned or refunded for any reason.
- e. Any item linked to from any site which is bidding on Pay Per Click (PPC) keywords e.g. on Google Adwords, using keywords or search terms containing 'NHBS', 'Natural History Book Service', 'Everything for wildlife, science and environment' or similar variations of our brand name.
- f. Any item on which the customer is already entitled to a rebate or volume-based discount e.g. libraries and institutions.
- g. Any item that is not correctly tracked due to incorrect use of an affiliate link.

## 10. Payments

We will pay you advertising fees due on qualifying sales on a monthly basis sixty days from the calendar month in which sales are made. The sixty day period allows us to ensure full collection of monies owing from the customer and account for any products returned. There are three options for payment:

- a. **Direct bank payment.** We will automatically deposit advertising fees into your nominated bank account. You will need to supply us with bank details during the application process. We will accrue advertising fees until at least £25.00 is due to you.
- b. **Payment by NHBS gift voucher.** We will automatically apply a voucher credit to your NHBS customer account. We will accrue advertising fees until at least £25.00 is due to you.
- c. **Cheque payment.** We will send you a cheque to the payment address you specify. We will accrue advertising fees until at least £50.00 is due to you.

Advertising fees are paid after the customer has been billed by NHBS i.e. on dispatch of the products. Where the products are not in stock at NHBS at the time of purchase e.g. if a book with a publication date in July 2011 is purchased by a customer in February 2011 then the payment date, and the sale date for calculating and reporting payments, will be in July 2011. The affiliate ID will remain attached to the sale no matter how long the period between the customer order and the actual billing date is.

## 11. Reporting

Each month we will email you with a summary report of your affiliate activity and payments due. We will report the number of clicks on your affiliate links and the % of conversions (from click to sale).

## 12. Law

This agreement is subject to English law.

## 13. Ending this agreement

This agreement commences when you complete the affiliate sign-up process and can be ended at any time, by either party, without cause, by giving the other party seven days written notice of termination.

## 14. Updating this agreement

We can at any time, and at our sole discretion, update the terms and conditions included in this agreement. We will notify you by email of any change in these terms and conditions seven days before any changes take place.

## 15. Limitation of liability

We accept no liability for any damages arising out of your use of our affiliate links, including, but not limited to, loss of revenue, profits or goodwill. We accept no liability for any claims relating to any technical failure of our affiliate links. Under no circumstances will our liability to you exceed amounts due to you in advertising fees.

We offer no warranty of any kind relating to your use of affiliate links – all services and functionality relating to this agreement are provided ‘as is’. You indemnify us, our employees, officers, directors and affiliates against all claims arising out of your use of our affiliate links.