

## **RULES / OPERATING AGREEMENT**

This Operating Agreement in English is the definitive legal version for all territories. Both parties entering into this Operating Agreement hereby agree that the Operating Agreement and any disputes arising shall be subject to jurisdiction of the English courts.

Effective from 1<sup>st</sup> January 2016.

This Operating Agreement details the terms and conditions for participation in the Between the Lines Books Limited Affiliates Programme (hereafter known as the Affiliates Programme).

Between the Lines Books Limited reserves the right to amend this Operating Agreement at any time (including terminating this agreement by providing written notice to that effect) and that any such changes shall take immediate effect.

By checking the box indicating that you accept the terms and conditions of this operating agreement and / or by continuing to participate in the Affiliates Programme.

You hereby represent and warrant that you are lawfully able to enter into contracts (for example, you are not a minor or otherwise legally prevented from entering into contracts).

You agree that you will comply with the requirements set out in this Operating Agreement.

### **1. Description of the Programme**

The Affiliates Programme is to enable you advertise Products and earn Advertising Fees for Qualifying Purchases made by your end users. In order to facilitate your advertisement we may make available to you data, images, text, link formats, widgets, links and other linking tools and other information in connection with the Affiliates Programme.

### **2. Enrolment**

You must submit and accurate and complete Affiliate Programme Application form. We will review your application and confirm if you have been accepted onto the Affiliate Programme.

If we accept your application and we later determine that your Site is unsuitable, we may terminate this Operating Agreement.

### **3. Requirements**

You must not advertise our Products in a manner that is likely to damage our brand. By way of example you should not advertise our products on sites or materials that:

- Promote or contain:
- Violent materials

- Sexually explicit materials
- Discriminatory materials
- Illegal activities
- Between the Lines Books Limited Trademarks or similar spellings of Trademarks designed to confuse potential customers into thinking they are dealing directly with Between the Lines Books Limited

You will provide any information we may request to verify your compliance with this Operating Agreement where such requests are reasonable and appropriate for verification purposes.

If you fail to follow the requirements of this Operating Agreement then you agree that Between the Lines Books Limited may terminate the Operating Agreement at any time and may withhold Advertising Fees payable to you under this Operating Agreement.

If you do not have qualifying purchases within any 6 month period, Between the Lines Books Limited may opt to formally terminate the agreement.

You will not issue any press releases or make any public communications with respect to this Operating Agreement. You will not misrepresent the relationship between you and us.

#### **4. How it works**

After you have been notified that you have been accepted into the Affiliates Programme you may display special links on your site. Special Links permit accurate tracking, reporting and accrual of Advertising Fees.

We will have no obligation to pay you Advertising Fees if you fail to properly format the links on your site to our web site.

You retain sole responsibility for all aspects of your Site.

We will process orders placed by customers that follow Special links from your Site to our Web Site. We reserve the right to reject orders that do not comply with any of the requirements on our Web Site.

Where a customer returns their product for a refund no Advertising Fees shall be due.

Nothing in this agreement shall be deemed to transfer any title and interest (including intellectual property rights) in and to you. If you modify any property or assets of Between the Lines Books Limited, Between the Lines Books Limited shall retain title in any such modified assets.

The Affiliate may also terminate this agreement by sending a notice of termination to the registered address. Such termination shall have immediate effect upon receipt by Between the Lines Books Limited.

Nothing in this Operating Agreement shall create any partnership, joint venture, franchise, employment relationship or agency agreement between us.

We may add new products and remove existing products at any time. For the avoidance of doubt we will not warrant any future provision of our products.

We will not be responsible for any unauthorised access to your Site.

No warranties (other than any expressly stated) shall be created as a result of this Operating Agreement.

You may not assign this Operating Agreement without the prior and written agreement of Between the Lines Books Limited.

## **5. Payments**

We shall pay you advertising fees on a monthly basis for Qualifying Purchases. Qualifying purchases will be recognised 30 days after order confirmation to allow for order processing and customer returns / refunds.

We will then pay you approximately 60 days following the end of each calendar month.

Payments will only be made once the amount owing has reached a minimum threshold. Initially all sales will be in pound sterling where the minimum threshold will be £25. Once sales are being proactively generated (Between the Lines Books Limited is actively marketing and taking payments in alternative currencies) in territories outside the UK then Between the Lines Books Limited will look to agree additional payment options to members of the Affiliate Programme.

Any lower balances will carry forwards until the minimum has been reached OR until the Affiliate formally cancels their membership of the Programme, at which time any amounts owing will be settled within 60 days.

Payments will be made by bank transfer to the account details supplied on your Application Form.

## **Licence**

Subject to the terms of this Operating Agreement and solely for the limited purposes of advertising Products on, and directing end users to, the Web Site in connection with the Affiliate Programme, we hereby grant you a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free licence to (a) copy and display the Content solely on your site; and (b) use only those of our trademarks and logos that we may make available to you solely on your site.

The licence detailed above will immediately and automatically terminate if at any time you do not timely comply with any obligation under this Operating Agreement, or otherwise upon termination of this Operating Agreement. In

addition, we may terminate the licence set forth in whole or in part upon written notice to you. You will promptly remove from your site and delete or otherwise destroy all of the Content and Trademarks with respect to which this licence is terminated or as we may otherwise request from time to time.

## **6. Liability**

We will not be liable for any indirect, incidental, special, consequential or exemplary damages (including any loss of revenue, profits, goodwill, use or data) arising in connection with this Operating Agreement. Further, our aggregate liability arising in connection with this Operating Agreement shall not exceed the total value of the Advertising Fees already paid (or payable) to you under this Operating Agreement in the 12 months immediately preceding the date on which the event giving rise to the most recent claim of liability occurred.