

Affiliate Programme Agreement

A big, warm welcome to The Rainmakers Club Affiliate Programme. This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in Rainmakers Club Affiliate Programme.

1. Overview

The purpose of this Agreement is to allow HTML linking between your web site and the Rainmakers.club web site. Please note that throughout this Agreement, "we," "us," and "our" refer to Rainmakers.club, and "affiliate", "you", "your", and "yours" refer to the Affiliate.

2. Affiliate Obligations

2.1. Rainmakers only accepts affiliate applications into the programme once a representative has approved the affiliate in advance. We may reject your application at our sole discretion. We may cancel your application if we determine that your site is unsuitable for our Programme, including if it:

2.1.1. Promotes sexually explicit materials

2.1.2. Promotes violence

2.1.3. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age

2.1.4. Promotes illegal activities

2.1.5. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law

2.1.6. Includes "Rainmakers" or variations or misspellings thereof in its domain name

2.1.7. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.

2.1.8. Contains software downloads that potentially enable diversions of commission from other affiliates in our Programme.

2.1.9. You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are Rainmakers.club or any other affiliated business.

2.2. As a member of Rainmakers's Affiliate Programme, you will have access to Affiliate Account Manager. Details of this will be sent to the affiliate once application to join the programme has been approved. Here you will be able to review our Programme details, download HTML code (that provides for links to web pages within the Rainmakers.club web site), embedded affiliate 'widgets' and banner creatives, browse and get tracking codes for discounts. In order for us to accurately keep track of all guest visits from your site to ours, you must use the HTML code that we provide for each banner, text link, or other affiliate link we provide you with.

2.3. Rainmakers.club reserves the right, at any time, to review your placement and approve the use of Your Links and require that you change the placement or use to comply with the guidelines provided to you.

2.4. The maintenance and the updating of your site will be your responsibility. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance.

2.5. It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

2.6 The Affiliate agrees to provide Rainmakers with a valid contact information upon registration.

3. Rainmakers.club Rights and Obligations

3.1. We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our web site are appropriate and to notify further you of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the Rainmakers.club Affiliate Programme.

3.2. Rainmakers.club reserves the right to terminate this Agreement and your participation in the Rainmakers.club Affiliate Programme immediately and without notice to you should you commit fraud in your use of the Rainmakers.club Affiliate Programme or should you abuse this program in any way. If such fraud or abuse is detected, Rainmakers.club shall not be liable to you for any commissions for such fraudulent sales.

3.3. This Agreement will begin upon our acceptance of your Affiliate application, and will continue unless terminated hereunder.

3.4 Rainmakers is responsible for handling all customer inquiries, fulfilling product orders, customer billing and collection of monies from customers who have used Rainmakers.

4. Termination

Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

5. Modification

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and Rainmakers's Affiliate Programme rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in Rainmakers's Affiliate Programme following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

6. Payment and Commission

6.1. Commission is calculated at 25% of the monthly membership fee for each fully-paying, registered member of The Rainmaker Club that the affiliate refers.

6.2. Rainmakers.club may use a third party to handle all payment of commission. Rainmakers will transfer payment of commission by BACS or Faster Payments, arranged through internet banking. Your account manager of Rainmakers representative will be able to inform you of the method of commission payment. All affiliate payments will be made in £ Pound Sterling.

6.3. Affiliate commissions will not be paid based upon amounts that are attributable to credits given to customers, bad debt write-off or returned/refunded products. Rainmakers reserves the right to deduct – in subsequent months – any commission paid for a product that is subsequently returned or refunded, or for any

reason where the previous monthly commission was overpaid or later subject to reduction. The affiliate is solely responsible for ensuring that their Affiliate Link is set up and installed properly to ensure sales are tracked and recorded to qualify for commission. Rainmakers is not responsible for the failure to assign any sale or commissions to the Affiliate if the same results from the improper formatting (or amendment) of any affiliate links.

6.4. Rainmakers will only pay commissions on sales that are tracked through our tracking system and indicate the Affiliate as the source of the visit to Rainmakers.club website. The Affiliate has no right to commissions if a buyer later returns to Rainmakers through another Affiliate link or source and makes a purchase.

6.5. Rainmakers shall track visitors who access the Rainmakers website via an affiliate link or widget with a cookie containing the Affiliate's identification. This cookie is valid for 30 days. Commission will not be payable after the cookie expires, or for subsequent purchases after the customer's initial purchase.

6.6. Rainmakers makes no representations or warranties whatsoever, regarding potential income that may result from participation in the Rainmakers Affiliate Programme, and Rainmakers specifically disclaims any and all warranties in regards to the Affiliate's earning potential.

6.7. Rainmakers shall not be held liable for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this Agreement or programme, even where Rainmakers has been advised of the possibility of such damages. Rainmakers's total liability arising from this agreement or programme shall not exceed the total commissions paid or payable by Rainmakers.

6.8. Rainmakers's pricing of products and services is at its own discretion, and Rainmakers reserves the right to change the pricing structure, terminate any special offers or coupon codes, discontinue products or services, or change the terms under which products or services are offered at any time, without advance notice to the Affiliate.

6.9. Commission from purchases will be paid monthly, on the following calendar month that the sale has been made to allow for refunds and cancellations. If during any calendar month commission does not exceed £100.00, then you may not receive payments until the following calendar month during which your aggregate commission equals or exceeds said amount or until the termination of this agreement, whichever occurs earlier.

7. Access to Affiliate Account Interface

You will create a password so that you may enter access Rainmakers's secure affiliate account interface. From their site you will be able to receive your reports that will describe our calculation of the commissions due to you. The Affiliate will be informed of the website address to access the account interface by email.

8. Promotion Restrictions

8.1. You are free to promote your own web sites, but naturally any promotion that mentions Rainmakers.club could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by Rainmakers.club. For example, advertising commonly referred to as "spamming" is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to customers to promote Rainmakers.club so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote Rainmakers.club so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your web sites as independent from Rainmakers.club. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the Rainmakers.club Affiliate Programme. Any pending

balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

8.2. Affiliates that among other keywords or exclusively bid in their Pay-Per-Click campaigns on keywords such as Rainmakers.club, Rainmakers, www.Rainmakers.club, and/or any misspellings or similar alterations of these – be it separately or in combination with other keywords – and do not direct the traffic from such campaigns to their own website prior to re-directing it to ours, will be considered trademark violations, and will be banned from Merchant's Affiliate Programme. We will do everything possible to contact the affiliate prior to the ban. However, we reserve the right to expel any trademark violator from our Affiliate Programme without prior notice, and on the first occurrence of such PPC bidding behaviour.

8.3. Affiliates are not prohibited from keying in prospect's information into the lead form as long as the prospects' information is real and true, and these are valid leads (i.e. sincerely interested in Merchant's service).

8.4. Affiliate shall not transmit any so-called "Parasiteware™," "Parasitic Marketing," "Shopping Assistance Application," "Toolbar Installations and/or Add-ons," "Shopping Wallets" or "deceptive pop-ups and/or popunders" to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited Merchant's site (i.e., no page from our site or any Rainmakers's content or branding is visible on the end-user's screen). As used herein a. "Parasiteware™" and "Parasitic Marketing" shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of Merchant site in IFrames, hidden links and automatic pop ups that open Rainmakers's site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

9. Grant of Licenses

9.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorise for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of Rainmakers's Affiliate Programme. You agree that all uses of the Licensed Materials will be on behalf of Rainmakers.club and the good will associated therewith will inure to the sole benefit of Rainmakers.club.

9.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

10. Disclaimer

RAINMAKERS.CLUB MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING RAINMAKERS.CLUB SERVICE AND WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF RAINMAKERS.CLUB ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION

THAT THE OPERATION OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

11. Representations and Warranties

You represent and warrant that:

11.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

11.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;

11.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

12. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL RAINMAKERS'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

13. Indemnification

You hereby agree to indemnify and hold harmless Rainmakers.club, and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable solicitor's fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

14. Confidentiality and Privacy

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

To protect customer privacy, if deemed necessary Rainmakers reserves the right to withhold identifying customer contact information from the Affiliate. Rainmakers has no obligation to provide the Affiliate with any specific information for any customer, regardless of whether said customer arrived at the Rainmakers website through an Affiliate link.

15. Miscellaneous

15.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Rainmakers.club. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or any other of Your Site or otherwise, that reasonably would contradict anything in this Section.

15.2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.

15.3. This Agreement shall be governed by and interpreted in accordance with the laws of the United Kingdom without regard to the conflicts of laws and principles thereof.

15.4. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

15.5. This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

15.6. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

15.7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

15.8. Neither Rainmakers or the Affiliate will be considered to be in breach of, or default under, this Agreement on account of any delay or failure to perform as a result of any causes or conditions that are beyond reasonable control. If any force majeure event occurs, the affected party will give prompt notice to the other and will use commercially reasonable efforts to minimise the impact of the event.

Thank you for becoming a valued Affiliate Programme member. We hope that you find our programme a valuable addition to your business activities, and welcome any suggestions you may have to improve it for you – and fellow members.