

Map My Tracks Affiliate Scheme

Terms and conditions

Map My Tracks is a trading name of Tinderhouse Limited, Studio E, 70 High Street, Whitstable, Kent, CT5 1BB, UK. Registered in the UK 4649741.

Tinderhouse Limited reserves the right to amend and update these Terms and Conditions at any time giving notice of when changed terms are posted on the Map My Tracks website (www.mapmytracks.com) or in an email/newsletter.

1. Commencement and Termination

This Agreement shall come into force upon your acceptance as a Map My Tracks Affiliate and shall remain in effect until terminated.

The Affiliate is entitled to terminate this Agreement with immediate effect at any time. The Affiliate must cease to use the service immediately upon the termination of this Agreement and delete all links to Map My Tracks and, for the avoidance of doubt; the Affiliate shall not be entitled to receive any Commission on any Referrals made after the termination date.

Tinderhouse Limited is entitled to terminate this Agreement and/or suspend the Affiliate from the Map My Tracks Affiliate Programme at any time, giving reasonable notice where possible.

Tinderhouse Limited is entitled to amend this Agreement at any time, giving reasonable notice where possible.

The Affiliate shall acquire no rights following the termination of this Agreement to use Intellectual Property Rights of Tinderhouse Limited including domain names or any text, or images, banners or any other works created by or for Tinderhouse.

2. Payment

Affiliates will receive one-off payments added to their balance for paying subscribers to the Map My Tracks service:

- £5 for each Map My Tracks standard or professional service subscriber

A customer qualifies as a subscriber when their first successful subscription payment is made to Map My Tracks. The subscription must be purchased within three months of the customer's original sign-up with Map My Tracks. Payment is made once per Map My Tracks user account only.

Tinderhouse Limited undertakes to make payment to all Affiliates within two weeks of the first working day following the calendar month in which they achieve the minimum balance for payment. Payment is only made to Affiliates in the UK that have a minimum balance owed to them of £25 (twenty-five pounds). All Affiliates outside of the UK have to reach a minimum balance owed to them of £50 (fifty pounds) before payment is made.

In the event of any Affiliate fraud, all transactions in the Affiliates account will be reversed. In addition Tinderhouse Limited may recover any payments made before fraud has been detected. We also reserve the right to take legal or criminal action against the companies and individuals involved.

Nothing in this Agreement shall create or be deemed to create, a partnership or relationship of employer and employee between Tinderhouse Limited and the Affiliate.

The Affiliate is responsible for the payment of all tax and national insurance payable on any payments made to him/her by Tinderhouse Limited.

3. Sub-Licences

For the Map My Tracks affiliate scheme Tinderhouse Limited grants to You a revocable, non-transferable, royalty free, international sublicense to display and Link to the Map My Tracks Web site or Web site content, and all trademarks, service marks, trade names, and/or copyrighted material ("Content"), from each of Your Web Sites, subscription e-mail, printed materials and any other agreed marketing tools for the limited purposes of promoting the Advertiser's Program and subject to the terms and conditions of this Agreement.

You may not sub-licence the Map My Tracks affiliate scheme in any way.

4. Indemnification.

The Affiliate shall keep Tinderhouse Limited indemnified against any claims for damages or other claims for compensation arising from the contents of the Affiliate's website or any incorrect information given to Tinderhouse Limited by the Affiliate. The Affiliate shall also compensate Tinderhouse Limited for any other damages or costs caused by the Affiliate's improper, negligent or unauthorised use of Tinderhouse Limited service and technical problems or loss of data caused by the Affiliate on Tinderhouse Limited website or on any website to which the Affiliate is linked to Map My Tracks.

5. Liability - System failure, viruses, damages, downtime.

Tinderhouse Limited shall not be liable to the Affiliate for defects in the service, interruptions in the accessibility to the service, infringements on data or loss of data on the information handling system, defects in the security system or viruses or other harmful software components, loss of profits, contracts, loss of reputation, loss caused by any third party deleting, removing, deactivating or tampering with the Affiliate Tracking Service or other indirect or consequential loss whether arising from negligence, breach of contract or whatsoever.

6. Guarantee and warranty

Tinderhouse Limited cannot guarantee or warrant the performance of the Map My Tracks service or the links to any linked websites. Tinderhouse Limited shall not be liable for any error in the implementation of the links on the Affiliate's website or for the specified function of the links.

7. Legal Content and Approval.

The Affiliate is solely responsible for his/her website and all its contents and shall ensure that they conform at all times to all applicable laws and regulations. If the Affiliate is based outside of the United Kingdom then they must also undertake to ensure their website is compliant with the laws of the United Kingdom.

The Affiliate shall not use his/her links with any website/service that is not registered with or notified to Tinderhouse Limited.

8. Copyright / Intellectual Property.

Tinderhouse Limited owns all copyrights, trademarks, intellectual property rights, know-how or any other rights connected to the service or software necessary for the service. The Affiliate does not acquire any rights or licences whatsoever under this Agreement other than to use links to Map My Tracks on the terms of this Agreement.

10. Affiliates Information e.g. email, performance statistics.

The Affiliate consents to Tinderhouse Limited sending newsletters etc to the Affiliate's e-mail address and using the information given by the Affiliate for marketing purposes. The Affiliate confirms that in order to enable Tinderhouse Limited to improve and/or to promote or market the service, Tinderhouse Limited may produce statistics or summaries relating to the use of the service.

Tinderhouse Limited may contact the Affiliate by email, telephone or post for feedback relating to the service including any ways in which it might be improved both for the network and for the individual Affiliate.

11. Legal Age.

The Affiliate confirms to Tinderhouse Limited that the Affiliate is not a private individual less than 18 years of age. If you are under 18 years old and would like to become an affiliate, you must get a parent or guardian to sign-up on your behalf.

12. Applicable Law.

Tinderhouse Limited shall not be liable for the legality of the Map My Tracks service in countries other than the United Kingdom. The Affiliate is solely responsible for the legality of the use of the service if the Affiliate is registered to Tinderhouse Limited service from a country other than the United Kingdom or if the Affiliate's website is on a server in a country other than the United Kingdom.

This Agreement is subject to the laws of Scotland and shall be subject to the non-exclusive jurisdiction of the Scottish courts.

If any dispute arises out of this Agreement the Parties will attempt to settle it by a mediation procedure as the parties may agree in writing.