

# Affiliate Terms and Conditions

Last Modified: December 1st, 2014

## Affiliate Terms & Conditions

*PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.*

### 1. Definitions

1.1 In these Conditions any reference to “we”, “our”, “ourselves” and “us” is a reference to The Cygnet Cloud and any reference to “you”, “your” and “yourself” is a reference to the Customer whether a company or individual “Merchant” means a company advertising for resellers “Reseller” means a company or individual interested in reselling on behalf of “merchants” “Advertiser” means a company or organisation promoting themselves through our website, newsletters or emails “Website” refers to [www.cygnetcloud.com](http://www.cygnetcloud.com) “Conditions” means the standard terms and conditions set out in this document and (unless the context otherwise requires) any special terms and conditions agreed in writing between you and us “Customer Contract” means the contract between you and us for the sale and purchase of the Services, incorporating these Conditions “Order” means any order made by you for goods or services supplied by us

### 2. Applicability of Conditions

2.1 These Conditions shall govern the Customer Contract to the exclusion of any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document and you waive any right which might have to rely on such terms or conditions.

2.2 No variation to these Conditions or any representation about the Services shall have effect unless expressly agreed in writing and signed by us.

2.3 Each Order by you for Services shall be deemed to be an offer by you to purchase Services subject to these Conditions.

2.4 No Order placed by you shall be deemed to be accepted by us until we agree to provide or actually provide you with the Services.

### 3. Term

3.1 The Customer Contract shall come into effect upon acceptance by checking the box adjacent to “I agree the terms & conditions” on the Sign up page or upon receipt of a signed order.

3.2 The term of the contract for Merchants shall either be 1 month or 12 months subject to your specified preference at the time of order.

3.3 We shall contact you at least 7 days before the term of your initial contract expires to notify you that your profile will expire if you do not renew by the specified date. If you do not renew your profile will automatically expire on the expiration date and shall remain inactive until such time as you renew.

3.4 The term of contract for resellers shall be indefinite or until either party terminates this agreement in accordance with these terms and conditions.

3.5 The term of contract for advertisers shall be as specified on the order subject to the marketing medium.

### 4. You Warrant That

4.1 You agree to provide true and accurate personal and/or company details including but not limited to contact details.

4.2 You warrant that information you provide about your company and any reseller package offered is true and accurate.

- 4.3 If any information provided in your profile is found to be false, fraudulent or deliberately misleading we reserve the right to remove your profile without notice or refund.
- 4.4 You warrant that your business is trading legally and that you have the appropriate rights and authority to register a profile.
- 4.5 Merchants warrant that you will uphold any reseller agreements made and will pay any commissions due subject the terms and conditions of those particular agreements.
- 4.6 Resellers warrant that you will uphold any reseller agreements made and will not bring the Reseller Network Ltd or any Merchants into disrepute.
- 4.7 If it is reported that you have failed to uphold a reseller agreement or failed to pay any commissions due under such an agreement, we may contact you to investigate such a claim and reserve the right to deactivate your profile.
- 4.8 You agree to pay all invoices on time in accordance with these terms and conditions and acknowledge that failure to do so may result in your profile being deactivated without notice until payment is received in full.
- 4.9 Merchants acknowledge that your successful merchant registration does not constitute our recommendation or endorsement of your company or products.
- 4.10 Advertisers warrant that you own, license, or are authorised to promote any images, text, logos, links, websites, products and anything else used to market through the Reseller Network Ltd.

## **5. We Warrant That**

- 5.1 We will take reasonable provisions to ensure that the website remains up and operable.
- 5.2 We will do everything that we reasonably can to keep your personal data secure & confidential as per our privacy policy.
- 5.3 We will market and promote The Reseller Network Ltd as much as possible to drive as much traffic and as many potential resellers/merchants as possible to the website.
- 5.4 We will take reasonable measures to check and monitor profiles for validity and warrant that any profile found to be false or fraudulent will be removed as quickly as possible.
- 5.5 We will investigate and vet all suppliers of products or services resold by us on our website as best we reasonably can.
- 5.6 Any product or service resold by us on our website shall be checked for quality, suitability and/or reliability before being offered on the website.

## **6. Intellectual Property Rights**

- 6.1 You acknowledge that we are the owner of this website and own or license all its content.
- 6.2 You acknowledge that the website and its content is protected by international copyright and intellectual property laws.
- 6.3 You agree not to replicate, reproduce, distribute, sell or use the content of this site for any other commercial purpose outside the parameters of these terms and conditions unless expressly agreed by us in writing.

## **7. Liability**

- 7.1 Whilst we endeavour to ensure that the content of this site is genuine and accurate we shall not be liable for any inaccuracies or misrepresentations whether made by us or a third party.
- 7.2 We shall not be liable in any way for any consequential loss as a result of the website being unavailable or malfunctioning.
- 7.3 We will endeavour to assist you in maximising the performance of your merchant ad however we will not be liable in anyway if it fails to perform as expected.
- 7.4 We shall not be liable for the performance or lack thereof for any advertising through The Cygnet Cloud
- 7.5 We shall not be liable in any way in the highly unlikely event that data we hold becomes corrupt, lost or stolen.
- 7.6 You acknowledge and agree that any agreements made between resellers and merchants are excluded from

these terms and conditions and we shall not be liable for any loss of any kind resulting from such agreements.

7.7 We shall not be liable for any consequential loss resulting from a third party product or service sold directly or indirectly through our website.

7.8 We shall not be liable for any failure to deliver on time any goods or services supplied by a third party

## 8. Termination

8.1 You may at any time during the term of this contract cancel your profile at no extra cost by sending us a written request by email, post or fax.

8.2 Should you choose to cancel your profile or advertising for any reason no refund shall be payable.

8.3 We reserve the right to deactivate your profile or advertising without notice or refund in the event that you breach any of the particulars that form these terms and conditions.

8.4 If you wish to continue using your merchant profile without disruption it is your responsibility to ensure that you renew your service at or before the end of the term. (We will however send reminders)

8.5 All advertising including but not limited to banners, newsletters, emails shall be for the quantity or term specified on the order and shall cease once complete unless a new order is placed to continue advertising.

## 9. Force Majeure

9.1 In the event of our being delayed in, or prevented from, performing our obligations under the Customer Contract due to circumstances beyond our reasonable control including without limitation acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to our workforce), power outages, failures in telecommunications links or equipment we shall not be liable for any loss, damage or expenses incurred by you

## 10. General

10.1 The Customer Contract represents the entire agreement between you and us and supersedes all earlier warranties, representations, statements or agreements (whether oral or in writing) and may only be varied or amended in writing between the parties.

10.2 You may not assign the Customer Contract or any part of it without our prior written consent. We shall be entitled to assign the Customer Contract or any part of it and/or sub-contract the performance of any of our obligations under the Customer Contract to any person, firm or company.

10.3 Subject to Condition 12.2 nothing in these Conditions confers on any third party any benefit or any right to enforce any of these Conditions.

10.4 If any provision of the Customer Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Customer Contract and the remainder of such provision shall continue in full force and effect.

10.5 Failure or delay by us in enforcing or partially enforcing any provision of the Customer Contract will not be construed as a waiver of any of our rights under the Customer Contract and will not be deemed a waiver of any subsequent breach or default by you.

10.6 The formation, existence, construction, performance, validity and all aspects of the Customer Contract shall be governed by Maltese law and the parties submit to the non-exclusive jurisdiction of the Maltese courts. In executing these Terms & Conditions I understand that I am agreeing to be invoiced the cost of the service and am also agreeing to be bound by the above Terms and Conditions.

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