

## Terms and Conditions

### **Business-flow.co.uk Referral Programme**

The agreement below details the terms and conditions for participation in the Business-flow.co.uk referral program.

#### 1. INTRODUCTION

This agreement states the full terms and conditions that apply to individuals or entities participating in the [www.business-flow.co.uk](http://www.business-flow.co.uk) (we, us or our) referral programme (the Programme). We hereby wish to appoint you (you or the Referrer) as an Affiliate of [www.business-flow.co.uk](http://www.business-flow.co.uk) for the purpose of promoting [www.business-flow.co.uk](http://www.business-flow.co.uk) products and services on our website (the Website or our Website) through your business contacts in exchange for a referral commission detailed in Clause 5, on the terms and conditions of this Agreement.

#### 2. REFERRAL PROCEDURE

2.1 In order to participate in the Business-flow.co.uk referral program you must formally submit the name and contact details of a business that is interested in taking a 30 day free trial or wants to begin a subscription to use BusinessFlow software. All referrals submitted are subject to the acceptance of the terms and conditions set out herein.

2.2 Referral contact details can be submitted with a phone call, an email, or use of Infotek's referral webpage. Goto: [www.business-flow.co.uk/referral\\_partner.html](http://www.business-flow.co.uk/referral_partner.html) to formally register your name for the referral partner programme.

2.3 All referrals must contain the following information: Business Name, Contact name, contact phone number, E-mail address, street address, which product they are interested in and where possible other background details such as what system they are currently using, company size, reasons they are choosing to try BusinessFlow software etc. Whichever method you use you must always receive an email confirmation with an acceptance for the referral to be eligible to any commission payment as detailed in clause 5.

2.2 On receipt of a referral we will evaluate its suitability. We reserve the sole right to decline the referral if we feel that it does not satisfy the interest of the Programme. Once the referral has been reviewed we will notify you on whether your referral has been accepted or declined. If accepted, we will send you confirmation and keep you informed of the sales progress.

2.3 If your referral is accepted and it is later determined that it is unsuitable for the programme then we have the sole discretion to cancel the referral with immediate effect.

#### 3. PROMOTING BUSINESSFLOW

You have the choice to use marketing information supplied by us and/or to join our web based affiliate programme and populate your website with direct links (supplied by us) to our website [www.business-flow.co.uk](http://www.business-flow.co.uk). Join our affiliate programme by going to our website [www.business-flow.co.uk](http://www.business-flow.co.uk) and click on the affiliate link at the bottom of the page.

#### 4. ORDERS

It is our responsibility to process the order for customers who are referred by you as detailed in Clause 2. It is also our responsibility to manage all aspects of after sales service and any other issues associated with the order. We will track sales made to customers who purchase products or services using your referrals and will publish such data to you in periodic reports.

#### 5. REFERRAL COMMISSION

5.1 In order for a referral to generate commission, the customer must first be confirmed and accepted as detailed in Clause 2 and then purchase a product or service, accept our specific terms of purchase and remit payment in full to [www.business-flow.com](http://www.business-flow.com).

5.2 Referral commission will be paid only when a customer enters [www.business-flow.co.uk](http://www.business-flow.co.uk) and completes an order (or begins a free 30 day trial which subsequently results in an order) within a 12 month period.

5.3 Referral commission will be paid at 25% on the monthly subscription value of the product or service, less the costs for: costs waived.

5.4 The affiliate Programme is intended for commercial use only and you must not under any circumstances offer incentives, commissions or payment to any individual or business in return for making an order. It is also forbidden to purchase products or services through this Programme that are intended for resale or commercial exploitation. Such actions may result in the withholding of referral fees and/or termination from the Programme.

#### 6. REMITTANCE

6.1 Remittance will be paid on all monthly subscription payments and orders processed by Infotek Software that meet the provisions detailed in Clause 5 and following sub Clauses. The commission will be paid monthly within 14 days of the end of the calendar month and will contain remittance for the previously elapsed month at the rate specified in sub Clause 5.3.

6.2 If the referral commission generated in one month is less than £50.00 Sterling then the remittance will be retained until the cumulative amount is greater than £50.00 Sterling. Once the remittance is greater than £50.00 Sterling the referral commission will be paid within 14 days of the end of the calendar month.

6.3 If a refund is given on a sale that has previously generated a referral commission, we will deduct the corresponding fee from your next remittance. Should the funds be unavailable we will invoice you for the outstanding fee.

6.4 If the customer cancels their monthly subscription payment, then any associated referral commission will also cease.

6.5 VAT invoices should not be sent by you for any outstanding commission.

6.6 It is your responsibility to ensure any taxes are paid on the remittance.

6.7 Payments shall be made by bank transfer ( cheque or paypal can be arranged) - these will be drawn from a

UK bank and will be issued in Sterling (GBP)

## 7. POLICIES

7.1 Customers who buy products or services from [www.business-flow.co.uk](http://www.business-flow.co.uk) via the referral Programme are the responsibility of [www.business-flow.co.uk](http://www.business-flow.co.uk). As such all operating policies, customer service issues and warranties associated with an order are the responsibility of [www.business-flow.co.uk](http://www.business-flow.co.uk).

7.2 It is the sole discretion of [www.business-flow.co.uk](http://www.business-flow.co.uk) to change any policies referred to in sub Clause 7.1 without warning or notice.

7.3 [www.business-flow.co.uk](http://www.business-flow.co.uk) make every available effort to ensure product or service specifications, price and availability are accurate at the time of sale however we provide no guarantee that this provision will be met.

## 8. LICENCE AGREEMENT

8.1 [www.business-flow.co.uk](http://www.business-flow.co.uk) grants you a non-exclusive, worldwide, royalty-free licence for the term of this Programme to utilise the integration detailed in Clause 3 for the purpose of generating referrals.

8.2 We have the right to terminate this licence at any time if we deem that the promotion in Clause 3 is not used in accordance with the Terms and Conditions of this agreement.

8.3 We reserve all rights to any other graphics, text, source code, trademarks, trade names, and all other intellectual property rights contained within but not limited to the [www.business-flow.co.uk](http://www.business-flow.co.uk) Website and any marketing materials supplied under this programme.

## 9. TERM OF AGREEMENT

9.1 The term of this agreement will begin upon our acceptance of your first referral as set out in clause 2 in the Programme and will end when terminated by either party.

9.2 Either you or [www.business-flow.co.uk](http://www.business-flow.co.uk) has the right to terminate the agreement at any time upon issue of a written notice to the other party.

9.3 You are eligible to earn referral commission only on orders that were taken during the term of this agreement in conjunction with the provisions detailed in Clause 5. Should you decide to terminate the agreement you will receive remittance only on referrals that were not subsequently cancelled or returned.

9.4 On cancellation of the agreement we may hold remittance for a period of time that is necessary to calculate final payments.

## 10. LIMITATION OF LIABILITY

10.1 [www.business-flow.co.uk](http://www.business-flow.co.uk) will under no circumstance be liable for indirect, special, or consequential damages including any loss of business, revenue, profits or data in relation to your participation in this Programme.

10.2 In addition to sub Clause 10.1 our total liability with respect to this Programme will not exceed the total referral commission paid or payable to you under this Agreement at the time the event that gave rise to the

liability took place.

10.3 Notwithstanding the previous paragraph , nothing within this Agreement will operate to exclude any liability for death or personal injury arising as a result of the negligence of either party, its employees or agents.

## 11. DISCLAIMERS

11.1 We make no warranties expressed or otherwise implied with respect to participation in this Programme or any other products or services sold through this Programme (including, without limitation, warranties of fitness or merchantability).

11.2 We do not guarantee uninterrupted availability of the [www.business-flow.co.uk](http://www.business-flow.co.uk) Website and cannot provide any representation that using the Website will be error free.

## 12. SECTION LEFT BLANK

## 13. RELATIONSHIP OF PARTIES

13.1 The Programme defined in this agreement is intended to be carried out on the understanding that both parties are acting as independent contractors and there is no attempt to form any partnership, joint venture, agency, sales representative, or employment relationship in this agreement.

13.2 Further more neither party has the authority to create liability against the other party

## 14. MODIFICATION

[www.business-flow.co.uk](http://www.business-flow.co.uk) reserve the right to alter the terms detailed within this Agreement at any time without notice. By continuing to make referrals referred to in Clause 2 you will be deemed to have acknowledged and understood the current terms and conditions of the Programme. We strongly advise all participants in this Programme to regularly check the Terms and Conditions on our Website.

## 15. SEVERANCE

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in force.

## 16. GOVERNING LAW AND JURISDICTION

This Agreement will be governed by the laws of England and both parties hereby agree to be bound exclusively by the jurisdiction of English law without reference to rules governing choice of laws.