

B3 CRICKET (INTERNATIONAL) LIMITED: AFFILIATE PROGRAMME TERMS AND CONDITIONS

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By applying to join the **B3 Cricket Affiliate Programme** you acknowledge that you have read, understood and agree to be bound by these **Terms & Conditions**.

These terms and conditions explain how our affiliate programme works and the rules that apply. If you have any questions about anything in these terms, then please do not hesitate to get in touch with us.

In these Terms, the following words have the meanings attributed to them:

“B3” and/or “B3 Cricket” means:

B3 Cricket (International) Limited

Factory / Showroom: Mancor House, Bolsover Street, Hucknall, Nottingham, NG15 7TZ

Registered Office: Cliffe Hill House, 22-26 Nottingham Road, Stapleford, Nottingham, NG9 8AA.

In these terms the words “we”; “us” and “our” may also be used and refer to us, B3 Cricket International Limited.

“Affiliate”; “you”; “your” means you, as a B3 Cricket affiliate.

“Affiliate Account” means the account you set up when you register as an Affiliate.

“Affiliate Programme” means our programme for promotion of our brand by individuals who register with us as Affiliates.

“Confidential Information” means all documents, information and materials and any other proprietary information which we provide to you, and which ought reasonably to be considered as confidential information.

“Intellectual Property Rights” means all intellectual property rights (including without limitation patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how) whether or not registered or registrable and also includes applications for registration of any of these rights, and all rights and forms of protection of a similar nature or having equivalent or similar effect anywhere in the world.

“Terms” means these Affiliate Terms and Conditions.

“Website” means our website found at **b3cricket.com**

Setting Up an Affiliate Account and Earning Commission

To set up an Affiliate Account you are required to complete our online application form. Once we have approved your application we will provide you with a unique link and/or a coupon/discount code to share with your contacts via word of mouth, your website and social media platforms.

Each 'click' on this link will be registered on your Affiliate Account using a cookie which is set on the user's computer, and for each sale made through that link you will earn commission at the rate set out by B3 Cricket.

Commission will be paid on sales made within 90 days of the user's cookie being registered with B3 Cricket. After this period the link will expire and any subsequent sales/orders will not be attributed to the affiliate. We pay commission on the sale price of B3 branded products only and excludes any other brands that B3 Cricket sell. No commission will be paid on any shipping or delivery charges.

The affiliate will be able to share a 10% discount code with the customer. The affiliate will also receive commission which will be paid on the discounted amount of the order.

The standard rate of commission is 5% in monetary value or 10% redeemable against B3 branded products.

Exclusions

- a) Commission will only be paid on the first sale/order and excludes repeat/future sale/orders.
- b) Commission will not be paid on existing customers and prospects that B3 Cricket is already engaged with.
- c) Commission will not be paid on sales/orders that exceed 90 days of the user's cookie being registered with B3 Cricket.
- d) The Affiliates cannot earn commission on the purchases of their own products.
- e) Commission will not be paid on sale items or already discounted items.

Payments

We pay our Affiliates through bank transfer on the last Friday of each quarter (end March, end June, end of September, end of December). This is a manual process and the affiliate will be able to choose to redeem in B3 credits if preferred.

All Affiliate payments are paid gross. It is your responsibility to declare and pay any tax or insurance due on these payments and you indemnify B3 Cricket against any claims, losses, damages or any other liabilities which arise as a result of you not declaring and paying those sums.

Relationship Between Affiliates and B3 Cricket

Neither you nor we are the agent or partner of the other. You agree that you will not at any time promote yourself as an agent or employee of B3 Cricket.

You also agree that you have no authority to enter into any contract on behalf of B3 Cricket or to bind B3 Cricket in any way, and you will not make any representation or indication that you are acting on behalf of, or are in any way capable of binding, B3 Cricket.

Your Obligations as a B3 Cricket Affiliate

You agree that you will:

- (a) follow our reasonable instructions and requests in relation to your relationship with us as our Affiliate;
- (b) always promote B3 Cricket and our products in the best light and as we would choose to do so ourselves, and not make or publish any statement which is disparaging or negative;
- (c) notify us of all enquiries about B3 Cricket or our products promptly;
- (d) familiarise yourself with the characteristics, functionality, price, performance and availability of our products; and
- (e) bear all costs and expenses incurred in connection with your activities as a B3 Cricket Affiliate.

You also agree that you will not:

- (a) make any statement, representation or warranty, whether verbally or in writing, about B3 Cricket or our products other than those statements and representations contained in materials provided by us to you or set out on our Website;
- (b) register any domain name, email address or company name that is identical or similar to the registered trademarks 'B3 Cricket' or 'B3' or a translation of these trade marks into any other language;
- (c) create, or direct or permit anyone else to create, a website for the sole purpose of advertising or promoting the B3 Cricket or B3;
- (d) create or maintain, or direct or permit anyone else to create or maintain, any website or social media account or page using 'B3 Cricket' or 'B3' or any translation of these trade marks, and which site, account or page could reasonably be considered by anyone visiting it to be owned or maintained by us;

(e) promote your Affiliate link using SPAM/unsolicited emails;

(f) promote your Affiliate link in a way that may cause offence to others, including competitors;

(g) make statements about B3 Cricket / B3 products or B3 Cricket (International) Ltd that are not true. Up-to-date information about our products can be found at b3cricket.com, or by

Termination and Closure of Inactive Accounts

We do not place any obligation on our Affiliates to meet quotas or guarantee sales. However, if any Affiliate Account is inactive for a period of one (1) year then we will close that account, meaning any clicks using the unique link associated with that account will no longer be registered to that account and no commission will be payable in respect of any sales coming through that link.

You can choose to end your membership of our Affiliate programme at any time, for any reason, by notifying us that you wish to do so. We will then close your account, meaning any clicks using your unique link will no longer be registered to your account. Any commission which has not already been paid to you at the date that your account is closed will be paid through to you on our next payment date.

We can terminate your membership of our Affiliate programme at any time, for any reason, by giving you thirty (30) days' written notice. At the end of this thirty (30) day period we will close your account, meaning any clicks using your unique link will no longer be registered to your account. Any commission which has not already been paid to you at the date that your account is closed will be paid through to you on our next payment date.

We can also terminate your membership of the Affiliate programme with immediate effect if you breach any of these Terms and do not remedy that breach (if capable of remedy) within fourteen (14) days of notice from us. If you do not correct the relevant breach within this time period we will close your account, meaning any clicks using your unique link will no longer be registered to your account. Once your account has been closed no further commission will be payable, including any commission which has accrued to your account but not yet been paid to you.

In addition to the termination provisions above, either you or we will be entitled to terminate your membership immediately by notifying the other in writing if the other is declared bankrupt, enters into insolvency or administration proceedings.

The rights to terminate set out above do not prejudice any other right or remedy available to you or us.

If your membership of our Affiliate Programme is terminated for any reason you will be entitled to receive any unpaid commission registered on your Affiliate Account, unless payment is excluded for any reason set out in the above paragraphs. You will not be entitled to, or have any claim against B3 Cricket for, compensation of any sort.

Unless these Terms state otherwise, on termination of your Affiliate Account neither you nor we will have any further obligation to the other under these Terms.

Privacy and Data Protection

Please click [here](#) to view our Privacy and Cookies policy, which explains how we process any personal data you provide to us and how our Website uses cookies.

Confidentiality

You agree not to disclose any Confidential Information, directly or indirectly, to any third party without our written authorisation to do so, and you will exercise a reasonable level of care in protecting our Confidential Information from unauthorised use and disclosure. In particular, you agree that you will keep your account login details confidential and will not share them with any other person. You will also keep all marketing and other materials in relation to B3 Cricket confidential and will not use them for any purpose other than in connection with promotion of B3.

These confidentiality provisions do not apply to information that is (a) publicly available, (b) obtained by you from third parties without restrictions on how you use that information, (c) independently developed by you without using our Confidential Information, or (d) required to be disclosed by order of a court or other governmental or regulatory body.

Disclosure of our Confidential Information has the potential to cause damage to our business beyond anything that is capable of being valued by money damages. You therefore agree that we will be entitled to injunctive relief and any other remedies available to us in order to enforce these confidentiality provisions.

Intellectual Property Rights

All rights, including Intellectual Property Rights, in and to B3 Cricket, the products sold on our Website, the content in our Website and all other information and materials which relate to B3 Cricket and our products are owned by B3 Cricket.

As an Affiliate, B3 Cricket grants you a non-exclusive, non-transferable, non-assignable, worldwide licence for the duration of your membership of our Affiliate Programme, to use our Intellectual Property Rights for the purposes of promoting our products in accordance with these Terms. However, your participation in our Affiliate Programme does not transfer to you any rights in respect of our brand, our trade names or trade marks or of the goodwill associated with them.

You agree that you will not use any trade marks or trade names which resemble our own marks or names (or both) and which would cause or be likely to cause any confusion or deception to third parties. You also agree that you will not do anything or authorise anyone else to do anything which would or might invalidate, or be inconsistent with, our Intellectual Property Rights.

If any infringement of any of our Intellectual Property Rights comes to your attention, whether actual or threatened, you agree to let us know as soon as you are reasonably able to. You also agree to notify us of any claim by anyone that our products infringe the rights of any other person, and you will, at our request and expense, do anything which may be reasonably required to assist us in relation to any such claim or generally to assist us in maintaining the validity and enforceability of our Intellectual Property Rights.

Indemnification

You indemnify, defend and hold harmless B3 Cricket and its directors, officers, employees, distributors and agents from and against any and all claims, expenses, wages, lawsuits or other liabilities (including without limitation, reasonable legal fees and court costs) for injury to any person, or for loss or damage to personal property, which arises out of any misrepresentation by you regarding B3 Cricket or our products, or any other of your activities as a B3 Cricket Affiliate.

Limitation of Liabilities

We make no warranties or representations (whether express or implied) with respect to the Affiliate Programme or your potential to earn income as an Affiliate, or that our Website will be available or error-free at any time.

We will not be liable for any special, indirect, incidental or consequential damages (including loss of profits) arising from or relating to your membership of our Affiliate Programme, including without limitation damages claimed as a result of our Website or our products being unavailable or not performing for any period of time.

B3 Cricket's liability for all claims of any kind arising out of or related to these Terms (including for negligence), whether based on contract, tort or on other legal or equitable grounds, is limited to money damages not exceeding the amount of commission due to you and unpaid at such time and which relates directly to the particular claim.

Nothing in these Terms excludes or limits our liability for death or personal injury resulting from our negligence, for fraud or fraudulent misrepresentation or for anything else it would be unlawful to exclude or limit.

Notices

If you wish to give us notice in accordance with any of these Terms, please do so by delivering the notice to us in person, or by sending it by registered post to B3 Cricket, Mancor House, Bolsover St, Hucknall, Nottingham, ENGLAND, NG15 7TZ, or by email to teamb3@b3cricket.com. Any notices from us to you will be sent to the contact email address you have provided in your Affiliate Account details. Notices will be considered to have been given at the time of actual delivery in person, or three (3) business days after posting or one (1) business day after transmission by email.

Changes to These Terms

We may make changes to any of these Terms at any time by publishing an update version of this document. We will notify you of any changes using the contact email address you have provided in your Affiliate Account details. Changes to these Terms may include, without limitation, changes in the way we award commission, payments, fee schedules, payment procedures and Affiliate Programme rules. If any changes we make are unacceptable to you, you will need to terminate your membership of our Affiliate Programme. If you continue to use your unique Affiliate link after we have notified you of new or updated Terms then you will be deemed to have accepted those Terms.

General

These Terms constitute the entire agreement between you and us with respect to the B3 Cricket Affiliate Programme, and supersede all other communications between us in relation to your involvement in our Affiliate Programme.

Neither you or we will incur any liability to the other for any loss or damage resulting from a delay or failure to perform any of these Terms (or any part of them) if the delay or failure is caused (whether in whole or in part) by events, occurrences, or causes beyond the control of that party, including without limitation acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions.

These Terms are personal to you as our Affiliate and you may not assign or otherwise transfer any of your rights or obligations to anyone else. These Terms do not create, and shall not be construed as creating, any rights under the Contracts (Rights of Third Parties) Act 1999 enforceable by any third party.

If we agree to waive any of, or any part of, these Terms then that waiver must be in writing to be effective. Any waiver by us of any of, or any part of, these Terms will not be considered a waiver of any subsequent breach of the same or any other provision of these Terms and failure, neglect or delay by you or us to enforce these Terms (or any of them) or any rights or remedies at any time will not be deemed to be a waiver of the rights under these Terms.

These Terms are governed by, and shall be construed in accordance with, the laws of England and Wales, whose courts shall have exclusive jurisdiction.

Thank you for being a **B3 Cricket Affiliate!**