

## **Affiliate Program Terms & Conditions**

The Affiliate Program Terms and Conditions are valid and legally binding for an affiliate and the English in Levels s.r.o. (Ltd), hereinafter called English in Levels. By filling out the signup form you acknowledge that you have read the terms and conditions, understand, and agree with them.

### **Joining the Program**

The registration is for free. You acknowledge that you are 18 years old or older. The registration/signup form is available at <http://affiliate.englishrestart.com>. By filling out the signup form, and upon acceptance, you will become an affiliate and are bound by the terms of this agreement. Your participation in the program is solely for this purpose: to legally advertise our website [www.englishrestart.com](http://www.englishrestart.com) to receive a commission on products purchased by your referred individuals.

### **Affiliate Responsibilities**

It is understood that you will introduce English in Levels products and services to your current and prospective customers and will comply with all laws as well those that govern email marketing and anti-spam laws. English in Levels reserves the right to accept or reject any prospective customers and will pay you a commission per customer referred using your affiliate code according to the designated payment schedule.

Either you or English in Levels may terminate the Affiliate relationship at any time. You are only eligible to earn Affiliate payments during your time as an approved Affiliate. English in Levels may change the program or service policies and operating procedures at any time.

### **Affiliate Relationship**

This Affiliate relationship is one of independent contractors. English in Levels will not be liable for indirect, special or consequential damages arising in connection with this program and our aggregate liability arising with respect to this program will not exceed the total referral fees paid or payable to you. English in Levels makes no express or implied warranties or representations with respect to the program. In addition, English in Levels makes no representation that the operation of the service will be uninterrupted or error-free, and English in Levels will not be liable for the consequences of any interruptions or errors.

English in Levels is located in the Czech Republic and the program is governed by the laws of the Czech Republic.

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[affiliate.englishrestart.com](http://affiliate.englishrestart.com)

Registered in the Commercial Register at the Regional Court in Hradec Kralove, Section C, File No. 32325.

### **Revocation of Affiliate Status**

Your affiliate application and status in the program may be suspended or terminated for any of the following reasons:

- 1) Inappropriate advertisements (false claims, misleading hyperlinks)
- 2) Illegal spamming (mass email, mass newsgroup posting, etc.)
- 3) Advertising on sites containing/promoting illegal activities
- 4) Violation of intellectual property rights
- 5) Inability to setup links or refer clients to English in Levels (lack of performance)

### **Affiliate Links**

You may use graphic and text links both on your website and in emails. The site may also be advertised "offline" in classified ads, magazines, and newspapers. You may use the graphics and text provided to you by us, or you may create your own as long as they are deemed appropriate according to the conditions above.

### **Affiliate Tracking**

When a web surfer clicks through your affiliate link, a cookie is set in their browser that contains your affiliate username. Also, the surfer's IP address is tracked in the database along with your affiliate name. When this person decides to buy a product, the script will look for this cookie and/or try to match the IP address to identify the affiliate who will be awarded the commission. Visitors sent through your affiliate link may make a purchase later in time and the commission will still be awarded if the cookie is present in their browser and/or they are using the same IP address as the one logged in the database. The cookies are valid for 60 days. The commissions will be paid every month within 21 days after the last day of the month. The commissions will be paid only to the affiliate's PayPal account. The minimum commission paid is 40 USD. Only the commissions for non-refunded purchases can be paid. Current commission is 20 USD from each course sold.

## **Terms of the agreement**

These terms will begin upon your signup with the affiliate program and will end when your affiliate account is terminated. The terms of this agreement may be modified by English in Levels at any time. If any modification to the terms is unacceptable to you, your only choice is to terminate your affiliate account. Your continuing participation in the program will constitute your acceptance of any change.

## **Liability**

We will not be liable for indirect or accidental damages (loss of revenue, commissions) due to affiliate tracking failures, loss of database files, and any results of "intents of harm" to the program or our website. We do not make any expressed or implied warranties with respect to the affiliate program and/or products sold at this site. We make no claim that the operation of the affiliate program and our website will be error-free and we will not be liable for any interruptions or errors.

By submitting your application, you acknowledge that you have read the terms and conditions, understand, and agree with them. The terms and conditions have been valid since 8<sup>th</sup> April 2014.