

By registering as an affiliate on our website, you agree to abide by the terms and conditions detailed in this Agreement. This Agreement contains the complete terms and conditions that apply to your participation as a member of our Sleeping Giant Media Affiliate Programme. This Agreement constitutes the entire agreement between Sleeping Giant Media Ltd. and the Affiliate. This is not applicable to any Partners signed up to our Partnership Programme, for which separate terms and conditions govern that relationship.

Your Acceptance of these terms and conditions will be indicated by clicking on the 'accept' button.

Sleeping Giant Media Affiliate Programme Terms and Conditions

Definitions

Throughout the following document, the following definitions will apply.

Sleeping Giant Media Ltd., "we", "us", "our" refers to Sleeping Giant Media Limited (company number 06705616), a company registered in England and Wales and our registered office is at Civic Centre Eighth Floor, Castle Hill Avenue, Folkestone, Kent, CT20 2QY (VAT number 947 8544 69), and its applicable subsidiaries, which is the designated operator of this affiliate Programme, whose terms and conditions are set out herein.

Sleeping Giant Media Affiliate Programme ("Affiliate Programme") refers to the affiliate Programme operated by Sleeping Giant Media Ltd.

Affiliate, "you", "your", "yours" means the legal entity agreeing to participate in the Programme, and who will legally be bound by the terms and conditions herein.

Affiliate Agreement refers to these Terms and Conditions of the Affiliate Programme.

Initial Contract refers to the first contract signed between the Authorised Referral and us to provide the Authorised Referral with services.

Sleeping Giant Media Ltd Website(s) refer to sleepinggiantmedia.co.uk or any of its subdomains.

User refers to the Affiliate website visitor who may or may not click an Affiliate link and be directed to the Sleeping Giant Media Ltd Website to purchase services from Sleeping Giant Media Ltd.

Commission refers to the amount earned from successful purchases from Sleeping Giant Media Ltd by and Authorised Referral through referral by Affiliate.

Authorised Referral refers to any person or business to whom we have not at any time previously provided the services or any other goods or services and with whom we have not been in bona fide negotiations to provide the services in the twelve months before being introduced by you, and who - through your introduction - purchase services from us.

Services refers to services provided by us either now or in the future to our clients.

1. **Overview.** These are the complete list of Terms and Conditions for the Affiliate Programme. The purpose of enrolling in the Affiliate Programme is to allow you to make commissions for referring Authorised Referrals to us.
2. **Your Obligations and Rules**
 - 2.1. To enroll in our Affiliate Programme, you must:
 - 2.1.1. be at the age of majority in your jurisdiction or the age of 18 whichever is greater;
 - 2.1.2. have the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth herein;
 - 2.1.3. complete and submit the online application through <https://www.sleepinggiantmedia.co.uk/affiliate-programme/>;
 - 2.1.4. be enrolled or accepted by Sleeping Giant Media Ltd into the Affiliate Programme.
 - 2.2. We may choose at our discretion to auto-approve your application. This does not mean that we will not re-evaluate your application at a later time. We reserve the right to reject your application at any point in time, at our sole discretion. This is especially true if your website or promotional materials breach any of the points set out in 2.4.
 - 2.3. In the event that you materially breach this Agreement and we terminate this Agreement, any accrued and payable Commissions owing to you shall be forfeited, and we shall not be obligated to pay such Commissions to you.

- 2.4. You agree that your website, service or correspondence does not contain any materials that in our sole discretion are considered to:
 - 2.4.1. Promote adult content, including but not limited to, nudity, sexual terms and/or images of people in positions or activities that are excessively suggestive or sexual, or provocative images in violation of legislation in your local jurisdiction;
 - 2.4.2. Include violent, obscene, defamatory, libelous, slanderous and/or unlawful content;
 - 2.4.3. Promote hate speech, whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group;
 - 2.4.4. Incorporate any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law
 - 2.4.5. Include "Sleeping Giant Media", "Giant Campus", "Spark", or variations or misspellings thereof in its domain name and/or as keywords in PPC campaigns; and/or
 - 2.4.6. Promote politically religious agendas and/or any known associations with hate, criminal and/or terrorist activities;
- 2.5. If you are promoting our services via your website:
 - 2.5.1. Your website must not contain any materials that in our sole discretion are considered to:
 - 2.5.1.1. Make representations through code, designs, imagery, video, text or otherwise that makes your website resemble our Website in a manner which leads customers to believe you are the Sleeping Giant Media Website, business or a legal representative of Sleeping Giant Media in any way;
 - 2.5.1.2. Offer rebates, coupons, or other form of promised kickbacks from your Commission as an incentive. Adding bonuses or bundling other services with us, however, is acceptable, if prior written permission is given by us; and/or
 - 2.5.1.3. Generate pop-ups, pop-unders, iframes, frames, or any other seen or unseen actions that set affiliate cookies unless the user has expressed a clear and explicit interest in activating a specific savings by clicking on a clearly marked link, button or image for that marketing. If you choose to set them, Affiliate Programme links must direct users to the Sleeping Giant Media Website.
 - 2.5.2. The commercial purpose of your marketing efforts for the Affiliate Programme must be clearly identifiable. You shall not disguise your marketing efforts as consumer recommendations or as similar non-commercial messages.
 - 2.5.3. We reserve the right, at any time, to review your link placement and either approve or disapprove the use of your affiliate links and require that you change the placement of links or ask you to comply with these guidelines.
 - 2.5.4. You are solely responsible for the maintenance and information updates on your site. For example if our pricing policy changes, it will be up to you to update this information. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance.
 - 2.5.5. It is your sole responsibility to follow all applicable laws, regulations, government decrees, authorities' decisions and the like relating to:
 - 2.5.5.1. protection of intellectual property;
 - 2.5.5.2. marketing of goods and services;
 - 2.5.5.3. unfair business practices; and
 - 2.5.5.4. any other similar field of regulationthat pertain to your website or any promotional materials on your website. If you violate any such rules of law or any third party presents any allegations or claims that pertain to information you place on your website and promotional materials you use, you will indemnify and hold us harmless for any and all costs arising out of any such violations, allegations or claims.
- 2.6. Self-referrals for commission are strictly prohibited. This means that you cannot refer yourself, your immediate family or the company for which you work for commission. You will not receive a Commission on any purchases by yourself for your own use, your immediate family members or the company you work for.
- 2.7. Other than promoting our services through your website, you are also able to refer Authorised Referrals to us through verbal or written referral.
- 2.8. All referrals must be followed up by you to us with written confirmation of the name, business, and contact information of the Authorised Referral.

- 2.9. Should you make a written or verbal referral, you must ensure you have the Authorised Referral's consent under applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR) (EU) 2016/679.
- 2.10. Should your referral not be an Authorised Referral (e.g. for reasons of us having previously provided them with services, another affiliate having referred them, or us having been in bona fide negotiations with them within the previous twelve months), we will inform you of this prior to providing the services to them.
3. **Our Rights and Obligations**
 - 3.1. We reserve the right to monitor your site, and/or request documentation from you at any time to determine whether you are following these Terms and Conditions. We may inform you of any changes that we feel you should make in order to continue to be a part of the Affiliate Programme. Failure to make the changes that we feel are necessary within reasonable time (no longer than 30 days) constitutes a material breach of this Affiliate Agreement.
 - 3.2. We reserve the right to terminate your participation in the Affiliate Programme immediately and without prior notice to you if you commit fraud or abuse this Affiliate Programme in any way. If such fraud or abuse is detected, we shall not be liable to you for any Commissions for any fraudulent sales/sales based on abuse.
 - 3.3. These Terms and Conditions will begin to apply to you upon signing up via the Affiliate page on our website. Your application will continue indefinitely unless terminated hereunder.
4. **Termination**
 - 4.1. Either you or we may end this Affiliate Agreement at any time with immediate notice, with or without cause, by giving the other party written notice. Written notice can be sent by email to either party.
 - 4.2. If the Affiliate Agreement is terminated by either party in accordance with section 4.1, 3.2 or 4.3, we shall not be liable to pay any Commission to you after the termination of the Affiliate Agreement.
 - 4.3. This Affiliate Agreement will terminate immediately without notice upon any material breach of the Terms and Conditions by you.
5. **Modification**
 - 5.1. We may modify, add or remove any of these Terms and Conditions at any point in time. In such event, you will need to comply with a revised version of these Terms and Conditions when updated. If any modification is unacceptable to you, your only option is to end your association with the Affiliate Programme by terminating this agreement in line with section 4.1.
 - 5.2. Continued participation in the Affiliate Programme will indicate your agreement to the changes and your adherence to any modified Terms and Conditions.
6. **Commission Payment**
 - 6.1. Commissions are earned from Authorised Referrals.
 - 6.2. Commission is set as follows:
 - 6.2.1. If the Authorised Referral results in a contract for a project or ongoing work that lasts for 12 months or less, 10% of the total value of the contract.
 - 6.2.2. If the Authorised Referral results in a contract for a project or ongoing work that lasts more than 12 months, 10% of the value of the contract within the first 12 months
 - 6.3. Commission amounts may be changed by us at any time.
 - 6.4. Commission is due only on the value of the initial contract, subject to points 6.6, 6.7, 6.8 and 6.9. Should any Authorised Referral request for further services to be provided, for an increase in allocation, or for their contract to be extended, no further commission shall be due above the commission due on the initial contract.
 - 6.5. Should an Authorised Referral subsequently refer another party to our services, no commission shall be payable to you for that third party referral.
 - 6.6. Accrued commissions will be paid quarterly following the transaction that generated the commission. No commission payment shall be made unless the total accrued unpaid commissions exceed the minimum threshold of £50.
 - 6.7. You are responsible for any and all charges, fees, taxes, exchange rates, surcharges and other expenses arising out of your relationship with us including those incurred in order to receive your payments.
 - 6.8. Should we or the Authorised Referral reduce the scope of work, reduce their allocation, or terminate their contract, commission will be payable only on the amount paid by the Authorised Referral.
 - 6.9. Payments will only be sent for Authorised Referral purchases that have been successfully completed. Transactions that result in chargebacks, non-payment, or refunds will be void.
7. **Affiliate Promotional Materials**
 - 7.1. You are free to promote what you deem appropriate on your own website(s), but any promotion that mentions us and any associated trademarks might be perceived by the press or the public as a joint effort. You should

therefore note that certain forms of advertising are always prohibited by us. Any promotions by you should never contravene promotional laws in their location.

- 7.2. Advertising commonly known as “spamming” is inappropriate and unacceptable to us and constitutes a material breach of this Affiliate Agreement. Other prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. Additionally, you may not advertise in any way that effectively hides or misrepresents your own identity, your domain name, or your email address. You may use emails or other messages to customers to promote our services if the recipient is already a customer or subscriber of your services or website, and recipients have the option to remove themselves from future mailings and such emails or other messages are otherwise sent in compliance with the laws applicable to them.
- 7.3. In any direct marketing messages sent by you, you must identify yourself and your contact details. Where you process personal data relating to identified or identifiable individuals, you undertake to provide to data subjects any information required in the applicable data protection legislation (including but not limited to information referred to in Articles 13 and 14 of the General Data Protection Regulation (EU) 2016/679). You shall especially provide to the data subjects information on how to exercise their rights under the applicable data protection legislation.
- 7.4. You may only post to newsgroups to promote us if the news group specifically welcomes commercial messages. You must always clearly represent yourself and your websites as independent from us.

8. **Grant of Licenses**

- 8.1. We grant to you a non-exclusive, non-transferable, revocable right to solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the “Licensed Materials”) that we provide to you or authorise for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of the Affiliate Programme. You agree that all uses of the Licensed Materials will be on behalf of us and the goodwill associated with it will inure to the sole benefit of us.
- 8.2. Each party agrees not to use the other’s proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in any negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Affiliate Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.
- 8.3. Any Licensed Materials used should be in line with the brand guidelines outlined here <https://www.sleepinggiantmedia.co.uk/brand-resources/>

9. **Disclaimer.** We make no express or implied representation or warranties regarding our services, and any implied warranties of our ability and/or fitness for a particular purpose are expressly disclaimed and excluded. In addition, we make no representation that our operation will be interruption or error free, and we will not be liable for such interruptions or errors.

10. **Representations and Warranties.**

- 10.1. You represent and warrant that:
 - 10.1.1. This Affiliate Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;
 - 10.1.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Affiliate Agreement and to perform your obligations under this Affiliate Agreement, without the approval or consent of any other party; and
 - 10.1.3. You have sufficient right, title, and interest in and to the rights granted to us in this Affiliate Agreement.

11. **Limitations of Liability.** To the extent permitted by law, we will not be liable to you with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability, or other legal or equitable theory for any indirect, incidental, consequential, special, or exemplary damages (including without limitation loss of revenue or goodwill or anticipated profits or lost business), even if we have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event shall our cumulative liability to you arising out of or related to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory exceed the commission fees under this agreement.

12. **Indemnification**

- 12.1. You hereby agree to indemnify and hold harmless us, and our subsidiaries and affiliates, and our directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable legal fees) (any or all of the foregoing hereinafter referred to as “Losses”) insofar as such Losses (or actions in respect thereof) arise out of or are based on:

- 12.1.1. any claim that our use of your trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party;
- 12.1.2. any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein; or
- 12.1.3. any claim related to your site, including, without limitation, content therein not attributable to us.

13. **Confidentiality.** All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Affiliate Agreement will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

14. **Miscellaneous**

- 14.1. Nothing in this Affiliate Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your website or any other website or otherwise, that reasonably would contradict anything in this Section.
- 14.2. The parties note that you are free to determine the essential means of processing personal data relating to your marketing activities. For instance, whether or not you target any identified or identifiable natural persons as a part of your marketing efforts, or otherwise processes personal data for your marketing purposes, is solely determined by you. As a consequence, you serve as a data controller with regard to any personal data processed by you for the purpose of the conclusion and performance of this Affiliate Agreement.
- 14.3. You undertake to process personal data only in accordance with the applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR) (EU) 2016/679. Any material breach by you of the applicable data protection laws is considered as a material breach of this Affiliate Agreement.
- 14.4. Neither party may assign its rights or obligations under this Affiliate Agreement to any third party, except to a party who obtains all or substantially all of the business or assets of a party to this Affiliate Agreement.
- 14.5. This Affiliate Agreement is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.
- 14.6. You may not amend or waive any provision of this Affiliate Agreement unless in writing and signed by both parties.
- 14.7. This Affiliate Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.
- 14.8. The headings and titles that are contained in this Affiliate Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Affiliate Agreement.
- 14.9. If any provision of this Affiliate Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this Affiliate Agreement shall have full force and effect.
- 14.10. The Affiliate Agreement is an electronic contract that sets out the legally binding terms of your participation in the Affiliate Programme. You indicate your acceptance of this Affiliate Agreement and all of the terms and conditions contained or referenced in this Affiliate Agreement by completing the Affiliate Programme application/signup process. This action creates an electronic signature that has the same legal force and effect as a handwritten signature.