

# Yoga Bazaar Affiliate Terms and Conditions

Last modified: 20 March 2019

## FOREWORD

Our affiliates are very important to us. We do our best to treat you with the fairness and respect you deserve. We simply ask the same consideration of you. We have written the following affiliate agreement with you in mind, as well as to protect our company's good name. So please bear with us as we take you through this legal formality.

If you have any questions, please don't hesitate to let us know. We are strong believers in straight-forward and honest communication. For quickest results please email us at [affiliates@yogabazaar.com.au](mailto:affiliates@yogabazaar.com.au). You can also reach us via phone 0407 793 017.

Best regards,

Bettina Mitchell  
Yoga Bazaar Affiliate Manager

## AFFILIATE AGREEMENT

PLEASE READ THE ENTIRE AGREEMENT.

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND MERCHANT YOGA BAZAAR.

BY SUBMITTING THE ONLINE APPLICATION YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

## 1. General

These Terms and Conditions (the "**Affiliate Agreement**") govern the Affiliate Program that is made available by Yoga Bazaar ("**YogaBazaar.com.au**", "**we**" or "**us**"). These Terms and Conditions represent the whole agreement and understanding between Yoga Bazaar and the individual or entity who participates in the Affiliate Program (the "**Affiliate**", or "**you**").

Please read this agreement carefully as it represents a legally binding agreement between you and Yoga Bazaar. By submitting your application and by your use of the Affiliate Program, you agree to comply with all of the terms and conditions set out in this Affiliate Agreement. The fact that we auto-approve applications does not imply that we may not re-

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evaluate your application at a later time. Yoga Bazaar may terminate your Affiliate Account at any time, with or without notice, for conduct that is in breach of this Affiliate Agreement, for conduct that Yoga Bazaar believes is harmful to its business, or for conduct where the use of the Affiliate Program is harmful to any other party.

## 2. Yoga Bazaar Rights and Obligations

We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our web site are appropriate and to notify further you of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the Yoga Bazaar Affiliate Program.

Yoga Bazaar reserves the right to terminate this Agreement and your participation in the Yoga Bazaar Affiliate Program immediately and without notice to you should you commit fraud in your use of the Yoga Bazaar Affiliate Program or should you abuse this program in any way. If such fraud or abuse is detected, Yoga Bazaar shall not be liable to you for any commissions for such fraudulent sales.

This Agreement will begin upon our acceptance of your Affiliate application, and will continue unless terminated hereunder.

## 3. Access to Affiliate Account Interface

You will create a password so that you may enter Yoga Bazaar's secure affiliate account interface. From here you will be able to receive your reports that will describe our calculation of the commissions due to you.

## 4. Referral Tracking

Yoga Bazaar will provide the Affiliate with specific Referral Links to link advertisements and other marketing content to YogaBazaar.com.au. Yoga Bazaar will track users who have visited these Referral Links using cookies which expire after 30 days. Only users who make a purchase while the cookie is active will be considered referrals of the Affiliate and recorded as such in the Affiliate Dashboard.

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Yoga Bazaar is not responsible for any tracking or reporting errors that may result from any modifications to the Referral Link or the cookies.

## 5. Affiliate Fees and Payouts

A referral will become eligible for payout ("**Eligible Referral**") at the end of the next calendar month if it meets all of these criteria:

- i. The referral makes a purchase of a new product item and has paid in full.
- ii. The referral's account remains active and in good standing.
- iii. The referral's account has not had any of its payments refunded, charged back or otherwise reversed.

All web page error requests (such as 403 errors or 404 errors) will direct traffic to a default Yoga Bazaar error page. This error page informs visitors that the web page they are looking for cannot be found, and may include, but without limitation to, the following:

- iv. Links to additional products and services offered by Yoga Bazaar.
- v. Advertisements for products and services offered by third-parties.
- vi. An internet search engine interface.

Failure to meet any of these criteria will permanently void the referral and disqualify the referral from any potential payouts.

All Affiliate Fee payments will be payable in Australian Dollars only, except as otherwise determined by Yoga Bazaar in its sole discretion. **Payment will be made through PayPal.** The Affiliate is responsible for providing Yoga Bazaar with accurate PayPal account details in order to receive payment.

Affiliates must also provide an Australian Business Number (ABN). The Affiliate must also state whether they are registered for GST.

In the event of any activity deemed suspicious by Yoga Bazaar, Yoga Bazaar may delay the payment of Affiliate Fees by up to 6 calendar months to verify the relevant transactions. Yoga Bazaar reserves the right to recalculate, void, or disqualify any referrals or Affiliate Fees in the event of any fraudulent, deceptive or otherwise illegal activity.

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## 6. Refunds

In the event a customer requests a refund for a transaction for which the Affiliate has earned commissions, any commissions earned on the refund amount will be deducted from the Affiliate's balance.

## 7. Advertisements

Yoga Bazaar hereby grants the Affiliate a non-exclusive, non-transferable, limited license to use the Yoga Bazaar logos for the sole purpose of promoting our service within the context of the Affiliate Program. This license will expire upon termination of the Affiliate's participation in the Affiliate Program.

The Affiliate may only display advertisements that contain Yoga Bazaar's logos or service marks in good taste. The Affiliate may not use Yoga Bazaar's logos or service marks in a manner that, in Yoga Bazaar's sole discretion, portrays Yoga Bazaar in negative light.

The Affiliate will be solely responsible for its own marketing activities. All marketing activities must be professional and in full compliance with all applicable laws.

Yoga Bazaar may, without prior notice, require the Affiliate to remove or modify any advertisements in Yoga Bazaar's sole discretion.

## 8. Promotion Restrictions

You are free to promote your own web sites, but naturally any promotion that mentions Yoga Bazaar could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by Yoga Bazaar. For example, advertising commonly referred to as "spamming" is unacceptable to us and could cause damage to our name. Other generally 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.
- You may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address.

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**Email:** You may use mailings to customers to promote Yoga Bazaar so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings.

**Newsgroups:** you may post to newsgroups to promote Yoga Bazaar so long as the news group specifically welcomes commercial messages.

At all times, you must clearly represent yourself and your websites as independent from Yoga Bazaar. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the Yoga Bazaar Affiliate Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

**Pay-Per-Click:** Affiliates that among other keywords or exclusively bid in their Pay-Per-Click campaigns on keywords such as yogabazaar.com.au, yoga bazaar, www.yogabazaar, www.yogabazaar.com.au, and/or any misspellings or similar alterations of these – be it separately or in combination with other keywords – and do not direct the traffic from such campaigns to their own website prior to re-directing it to ours, will be considered trademark violators, and will be banned from Yoga Bazaar’s Affiliate Program. We will do everything possible to contact the affiliate prior to the ban. However, we reserve the right to expel any trademark violator from our affiliate program without prior notice, and on the first occurrence of such PPC bidding behavior.

Affiliate shall not transmit any so-called “interstitials,” “Parasiteware™,” “Parasitic Marketing,” “Shopping Assistance Application,” “Toolbar Installations and/or Add-ons,” “Shopping Wallets” or “deceptive pop-ups and/or pop-unders” to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited Yoga Bazaar’s site (i.e., no page from our site or any Yoga Bazaar’s content or branding is visible on the end-user’s screen). As used herein a “Parasiteware™” and “Parasitic Marketing” shall mean an application that:

- a) Through accidental or direct intent causes the overwriting of affiliate and non affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email;
- b) Intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines);

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- c) Set commission tracking cookies through loading of Yoga Bazaar site in IFrames, hidden links and automatic pop ups that open Yoga Bazaar's site;
- d) Targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing;
- e) Removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on websites 100% owned by the owner of the application.

### 9. Termination

The Affiliate may terminate the Affiliate's participation in the Affiliate Program with immediate effect by giving the other party a written notice of termination.

Yoga Bazaar reserves the right to terminate the Affiliate's participation in the Affiliate Program at any time for conduct that is in material breach of this Affiliate Agreement or for conduct that Yoga Bazaar, in its sole discretion, deems to be harmful to its business or any third party.

Upon termination, the Affiliate will lose access to its Affiliate Dashboard and will forfeit all potential or unpaid Affiliate Fees.

### 10. Relationship of Parties

Yoga Bazaar and the Affiliate are independent contractors. Nothing in this Affiliate Agreement will create any partnership, employment, representative, agency, or joint venture relationship between the parties. The Affiliate has no authority to act on Yoga Bazaar's behalf.

### 11. Disclaimer

YOGA BAZAAR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING YOGA BAZAAR SERVICE AND WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF YOGA BAZAAR ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

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## 12. Representations and Warranties

You represent and warrant that:

This 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.

You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party.

You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

## 13. Limitation of Liability

The Affiliate Program is provided on an "as is" and "as available" basis and the use of the Affiliate Program is at the Affiliate's own risk. Yoga Bazaar makes no representations or warranties, either expressed or implied, with respect to the Affiliate Program, or any service or information provided through the Affiliate Program.

Yoga Bazaar is not responsible for any damages, injury or economic loss arising from the use of Affiliate Program. Should any part of the Affiliate Program cause damage or inconvenience to the Affiliate or anyone claiming through the Affiliate, the Affiliate assumes responsibility and the entire cost for them.

The Affiliate will indemnify and hold harmless Yoga Bazaar, its directors, officers, employees, agents, subsidiaries, and third parties from and against any losses, damages, liabilities, claims, judgments, settlements, fines, costs and expenses (including reasonable related expenses, legal fees, costs of investigation) arising out of or relating to the Affiliate's or any third party's operations or use of the Affiliate Program.

## 14. Modification

Yoga Bazaar may, in its sole discretion, change or modify this Affiliate Agreement at any time, with or without notice. Such changes or modifications shall be made effective for all Affiliates upon posting of the modified Affiliate Agreement to this web address <https://yogabazaar.com.au>. The Affiliate is responsible for reading this document from time

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to time to ensure that its use of the Affiliate Program remains in compliance with this Affiliate Agreement.

If any modification is unacceptable to the Affiliate, its sole recourse shall be to terminate this Affiliate Agreement. The Affiliate's continued participation in the Affiliate Program will constitute binding acceptance of such modifications.

## 15. 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 Agreement which is marked "Confidential," 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.

## 16. Miscellaneous

The Affiliate warrants and represents that it is over the age of 18 and is qualified to enter into this Affiliate Agreement.

The Affiliate warrants and represents that its actions and its participation in the Affiliate Program is in compliance with all applicable laws, rules, regulations, and any requirements of governmental authority at all times. Yoga Bazaar reserves the right to terminate the Affiliate's participation in the Affiliate Program if Yoga Bazaar determines, in its sole discretion, that the Affiliate's actions or its participation in the Affiliate Program is in violation of any laws, rules, regulations, or any requirements of governmental authority.

This Affiliate Agreement constitutes the entire understanding between Yoga Bazaar and the Affiliate. This Affiliate Agreement supersedes any other contracts or understandings between the parties hereto and neither party shall be bound by any statements or representations that are not embodied in this Agreement.

Any issue arising in relation to this Affiliate Agreement shall be exclusively between Yoga Bazaar and the Affiliate.