



## 1. General

All Russian Trains is an operating division of East West Link Limited, a fully licensed and bonded tour operator based in Russia.

In these terms and conditions, 'we' and 'us' are East West Link Limited.

The headings of this agreement are for reference only and do not form part of the agreement.

In the event that some provisions, terms or conditions of this agreement are held to be invalid or unenforceable, the remainder of the provisions that are enforceable shall remain effective.

## 2. Joining our affiliate programme

By filling out the application form and upon our acceptance of your application, you will automatically become a member of our affiliate programme and agree to be bound by the terms of this agreement.

Your participation in the affiliate programme is solely for this purpose:

**To advertise the [allrussiantrains.com](http://allrussiantrains.com) website, or a co-branded website, to receive commission on rail ticket services purchased by your referred clients.**

## 3. Limit of agreement

No agency, partnership or joint venture, or other joint relationship is created by this agreement other than that relationship normally occurring between two parties for the purpose stated in item 2 of this agreement.

No licence rights under any patents, copyrights, trademarks or other intellectual property are granted by this agreement.

## 4. Commission payments

We agree to pay commission to you against completed orders that have been identified as being originally referred from you as detailed in item 5 of this agreement.

Commission payments will be made for the period of a calendar month by the 15th day of the following month. If this day is not a working day then payment will be made on the next available working day.

The starting commission value will be 5% of the total order value for rail tickets, excluding delivery and other charges and subsequent commission payments are calculated as follows:



1. 5% for volumes of up to 250 tickets ordered in a calendar month.
2. 7.5% for volumes of more than 250 tickets ordered in a calendar month.
3. 10% where you provides your own deposit for the purchase of tickets to be managed by us, or, for ticket volumes exceeding 750 ordered in a calendar month.

Commission payments for clients who have completed their order but who subsequently cancel their order will be deducted from any commission due to you.

Costs associated with the transmission of commission payments to you, including bank or other surcharges, will be deducted from the commission amount due to you.

Commission is paid in British Pounds; conversion to any other currency will be made by the transmitting bank or card issuer at the prevailing rate.

We reserve the right not to pay any commission due to you where the total commission value is less than £50.00 or where the transmission charges exceed the commission value. In such cases we will hold the commission until it exceeds either of these limits before making the payment during the next payment cycle.

## **5. Commission tracking**

Commission is paid for completed orders that are associated with your unique affiliate reference. When a customer clicks the affiliate link on your website, a cookie is set in their browser that contains your unique affiliate reference and the customer is referred to our website.

When the customer purchases from us, your unique affiliate reference is stored in the customer's record identifying that any applicable commission payment will be made to you.

Customers sent through your affiliate link may make a purchase and the commission will still be awarded for up to 365 days after the initial referral, if the cookie is present in their browser.

## **6. Affiliate links**

You may use our "widget", banner, graphic and text links both on your website and in emails, or you may create your own as long as they are not considered inappropriate as defined by item 7 of this agreement.

## **7. Inappropriate activities**

We consider the following activities inappropriate and affiliates should not engage or be involved in them:



- Providing misleading or false information to actual or potential customers or users of our website
- Displaying inappropriate or misleading advertisements
- Spamming, mass mailing or mass posting to newsgroups
- Advertising on sites containing or promoting illegal or pornographic materials or activities
- Attempting to reverse engineer, duplicate or develop substantially similar products and/or services as those offered through our website under this agreement
- Activities which are detrimental to our company, customers or partners.

## **8. Affiliate status**

Your affiliate status in the programme will be suspended or terminated by us for any of the reasons identified in item 7 of this agreement.

In the event that we suspend your affiliate status, your commission will not accrue from the date of suspension for any orders subsequently referred by you, nor will any commission payments be made for the duration of the suspension.

In the event that we terminate your affiliate status, your commission will no longer accrue from the date of termination for any orders subsequently referred by you. Commission payments owing to you will be paid up to the date of termination in accordance with item 4 of this agreement.

You may choose to suspend your involvement in our programme at any time without penalty and your commission will no longer accrue from the date of suspension for any orders subsequently referred by you. In the event that your status has not been suspended or terminated by us, then commission owing will be paid in accordance with item 4 of this agreement.

You may choose to terminate your involvement in our programme at any time without penalty and your commission will no longer accrue from the date of termination for any orders subsequently referred by you. In the event that your status has not been suspended or terminated by us, then commission owing will be paid in accordance with item 4 of this agreement.

## **9. Terms of the agreement**

These terms constitute the whole agreement between us. The agreement will begin when you join the affiliate programme and will end when your affiliate account is terminated.



The terms of this agreement may be modified by us 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 programme will constitute your acceptance of any change.

#### **10. Liability**

We accept no liability for loss of revenue or commission due to affiliate tracking failures, loss of database files, and results of "intents of harm" to the programme or our website. We do not make any expressed or implied warranties with respect to the affiliate programme and/or the products and services sold. We make no claim that the operation of the affiliate programme and our website will be error-free, and we will not accept liability for any interruptions or errors.

If you have not breached item 7 of this agreement, we confirm that you will not be liable and we will hold you harmless for any claim made by a customer with regard to the delivery of the products and services offered under this agreement.

#### **11. LAW AND JURISDICTION**

This agreement is governed by the laws of England and the Courts of England and Wales will have jurisdiction to hear any dispute arising out of or in connection with it.