



Affiliate Program
Agreement

CONTENTS

1. [ELIGIBILITY](#)
2. [REWARDS](#)
3. [TRADEMARKS AND INTELLECTUAL PROPERTY](#)
4. [ADVERTISING](#)
5. [TERMINATION](#)
6. [YOUR RELATIONSHIP WITH LAYERSHIFT](#)
7. [LIABILITY](#)
8. [GOVERNING LAW AND JURISDICTION](#)

1. ELIGIBILITY

- 1.1 The Affiliate Program is intended to promote personal recommendations from customers who have a current and direct experience of using our services. Therefore the Affiliate Program is open only to customers with at least one current and active Layershift hosting or domain registration service.
- 1.2 All new Affiliate Program accounts registered via <https://layershift.rocks> require manual approval by our sales team. By submitting an account registration request you agree to provide true, complete, and accurate information.
- 1.3 Maintaining an active Layershift hosting or domain registration service is a requirement of the Affiliate Program; your Affiliate Program account will be terminated in accordance with clause 5.1.1 in the event that you cease all of your Layershift hosting and domain registration services.

2. REWARDS

- 2.1 Eligible tracked purchases earn referral commissions at the rates published within your Affiliate Program dashboard at the time of the purchase.
 - 2.1.1 An eligible tracked purchase means:
 - a. A genuine order placed and paid for by a new Layershift customer, and;
 - b. The order is for a service included within the Affiliate Program as indicated within your Affiliate Program dashboard at the time of the purchase, and;
 - c. The service remains active for a minimum of 30 days (subscriptions terminated within this period for any reason including but not limited to under our Money Back Guarantee Policy or due to AUP violation do not qualify as eligible tracked purchases), and;
 - d. The customer held a valid referral tracking cookie in the browser used when placing their order, enabling us to associate their purchase with your referral, obtained by either of the following within the previous 365 days:
 - i. following a unique referral link associated with your Affiliate Program account, or;
 - ii. following a link from your website to ours, where your website domain was added (and approved) via the "invisilinks" section of your Affiliate Program dashboard, and where the visitor's browser provides the corresponding HTTP `Referer` header.
 - 2.1.2 Layershift reserve the right to void accrued referral commission where it is found or reasonably believed in its sole discretion that the sale was generated contrary to clause 4.
 - 2.1.3 For the purposes of clause 2.1.1 (a), a new Layershift customer means:
 - a. An organisation or individual that does not, at the time of the tracked purchase, have an active Layershift hosting service, and;
 - b. An organisation or individual that has not previously had an active Layershift hosting service within the last 3 months.

- 2.2 All referral commissions are stated and accrue in GBP.
- 2.3 Where your Layershift hosting or domain registration services are billed in a currency other than GBP, commission will be exchanged to your hosting account currency on the payout date using the published HMRC exchange rates in force.
- 2.4 Referral commission payout:
- a. is by way of credit note issued against your Layershift hosting account, redeemable solely against the purchase or renewal of Layershift hosting or domain registration services, and;
 - b. is not redeemable as cash (there is no cash alternative), and;
 - c. is automatically processed during the first week of each calendar month, and;
 - d. is subject to a minimum payout threshold of 15 GBP (eligible referral commission balance below this amount will accrue until the threshold is reached, or else until this Affiliate Program Agreement is terminated).

3. TRADEMARKS AND INTELLECTUAL PROPERTY

- 3.1 Layershift grants you a non-exclusive, non-transferable, revocable license to use any marketing materials provided within the Affiliate Program dashboard including but not limited to banners and logos for use only in conjunction with this Affiliate Program (e.g. when used with your unique referral link).
- 3.2 The licenses described within clause 3.1 shall expire upon the termination of this Agreement.

4. ADVERTISING

- 4.1 You may at your own cost and expense undertake advertising activities to promote your referral link beyond your immediate peer group. Layershift shall not provide any reimbursement or compensation for these activities other than as stated within clause 2.
- 4.2 You may not purport to be a representative of Layershift.
- 4.3 You may not distribute your unique referral link in any way that is misleading, fraudulent, dishonest, deceptive, or may otherwise cause harm to Layershift's brand. For the avoidance of doubt, this also means that unsolicited email (bulk or otherwise) that is in any way associated with our services whether by message content or links therein is strictly forbidden.
- 4.4 You may not purchase any advertising based on the use of or misspellings of Layershift's brands, services, or trade names. This restriction includes the purchase of domain registrations based around these themes.

5. TERMINATION

- 5.1 Layershift may terminate this Affiliate Program Agreement and close your Affiliate Program account:
- 5.1.1 For cause: immediately if you are, in Layershift's sole discretion, in breach of clause 4 of this Affiliate Program Agreement, or your actions may, in Layershift's sole discretion, otherwise cause harm to Layershift's brand; or if you no longer meet the eligibility criteria for the Affiliate Program as set out under clause 1 of this Affiliate Program Agreement;
- 5.1.2 Without cause: by providing not less than 30 days notice to you by email.
- 5.2 You may terminate this Affiliate Program Agreement and close your Affiliate Program account immediately by emailing Layershift without prior notice.
- 5.3 Where termination is without cause as described under clause 5.1.1, we will issue a referral payout as described under clause 2.4 even if the minimum payout threshold criteria is not met. For all other cases any accrued but unpaid referral commission balance within your account will be forfeit upon termination of this Affiliate Program Agreement.

6. YOUR RELATIONSHIP WITH LAYERSHIFT

- 6.1 This Affiliate Program Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties, other than the rights and obligations expressly set out in this Affiliate Program Agreement. Neither Party shall make or hold itself out as having authority to make any commitments on behalf of the other party.

7. LIABILITY

- 7.1 Layershift shall not be liable for indirect, incidental, or special damages, lost profits, loss of goodwill, lost savings, or any other form of consequential damages, regardless of the form of action, even if Layershift has been advised of the possibility of such damages, whether resulting from breach of its obligations under this Affiliate Program Agreement or otherwise.
- 7.2 Layershift's entire liability in respect of any liability arising under this Affiliate Program Agreement shall not exceed the total referral commissions paid or payable under this Affiliate Program Agreement.

8. GOVERNING LAW AND JURISDICTION

- 8.1 This Affiliate Program Agreement is governed by and shall be construed in accordance with the laws of England and Wales.
- 8.2 The Courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with this Affiliate Program Agreement.