

# Affiliation Agreement

## Article 1

The Affiliation Program offered by RECISIO allows any company or private person owning and managing a website to become an Affiliate by displaying on one or more pages, one or several links pointing to [www.karaoke-version.com](http://www.karaoke-version.com) and its international subdomains (.co.uk, .fr...).

On the other hand, the AFFILIATE will be paid by RECISIO with a share of the net revenue made through these links. The payment details are described/defined in Article 5.

## Article 2

The AFFILIATE agrees that it shall not diffuse, display, distribute, forward, publish or incorporate links which will send information, documents, texts, video images, videos with an obscene, pornographic, slandered, racist, antisemitic content or in a more global way to anything that could infringe a protected right.

Equally, the AFFILIATE agrees that it shall not download and/or allow downloading or visitor access by indirect or direct way notably through a mirror site, framing, hypertext link, information, documents, texts, video images, videos with an obscene, pornographic, slandered, racist, antisemitic content or in a more global way to anything that could infringe on a protected right.

The AFFILIATE agrees that it shall not infringe private life rights, neither harass, threaten a third party, forward computer virus, bother, restrict or prevent an optimum use of RECISIO or other third party computer resources.

## Article 3

The partnership shall start on common agreement. Providing that the AFFILIATE has put in place without delay on its website all links, banners and buttons linking the AFFILIATE site to RECISIO'S site [www.karaoke-version.com](http://www.karaoke-version.com), RECISIO will make available documentation, links, banners, buttons and logos.

This non exclusive partnership shall be ended at any time without any particular reason by both parties with a simple recorded letter with signature. RECISIO will be able to end the contract without any delay if the AFFILIATE does not respect the contract or if the AFFILIATE does not respect one or several terms of the following contract.

#### **Article 4**

RECISIO takes full responsibility for online purchases which take place between RECISIO's website and the visitor coming from the AFFILIATE website. Particularly, RECISIO will ensure the registration and management of orders with payment collection, delivery, customer service and guarantees.

#### **Article 5**

RECISIO offers the AFFILIATE the following payment method : PayPal

The AFFILIATE will receive commission on the sales made through [www.karaoke-version.com](http://www.karaoke-version.com) by visitors coming directly from the AFFILIATE's website.

The orders eligible for commission are recorded by a unique identification particular to the AFFILIATE's website only. RECISIO cannot be held responsible if technical mistakes happen or the links are not properly installed on the AFFILIATE's website.

The payment of commission will be made on the basis of all net sales, i.e. on all delivered purchases not canceled or returned (under current legislation), and on which the payment has been totally debited by RECISIO.

Commission is calculated on a percentage of the global net turnover generated by the effective sales i.e. the price without VAT, without postage and packing, gift wrap and any other taxes and custom costs.

The percentage is defined to 12% of the global net turnover generated by the effective sales.

#### **Article 6**

Within the period of the 1st to the 15th of the following month of each quarter (i.e. from the 1st to the 15th of January, from the 1st to the 15th of April, from the 1st to the 15th of July and from the 1st to the 15th of October), RECISIO shall contact by email all AFFILIATES belonging to the Programme for more than 3 months to invite them to :

- note the amount of payment due to them by RECISIO over the previous quarter
- send completed and signed invoices to RECISIO.

On receipt of these elements, RECISIO will check the information and shall proceed to payment of due commission by cheque.

RECISIO will not pay any commission if the AFFILIATE is not able to justify invoices with a relevant VAT number and more generally if the invoices are incorrect or incomplete under the current regulations.

This process shall be done by the AFFILIATE if they have been a member of the Programme for more than three months and the minimum cumulative amount of commission is €50 per quarter. If the amount of commission is less than €50 or if the AFFILIATE has joined the Programme within the last three months, this amount will be due the following quarter and will be added to future commission.

RECISIO shall not make any payment without accepting the current Affiliation Agreement.

The AFFILIATE acknowledges the reliability of the measurement tool offered by RECISIO's website to calculate the net revenue originating from the AFFILIATE. In case of any dispute over this measure, RECISIO's tool will prevail.

#### **Article 7**

This Agreement and its validity, construction and performance shall be governed and interpreted in all respects and in accordance with French law.

#### **Article 8**

In the event of conflict between the parties, both parties undertake to seek agreement in good faith and to find an amicable solution to this conflict within 30 days from the start of the conflict. If no solution can be found, the conflict will be settled by the arbitration court of the CCI of Lille (Chamber de Commerce et d'Industries de Lille) (France).