

<https://www.tenniscoaching.com/public/160print.cfm>

Go back to? [Home](#) | Our Affiliate Program Agreement



## Our Affiliate Program Agreement

[Translation Tool](#)



This Agreement contains the complete terms and conditions that apply to your participation in our Affiliate Program.

As used in this Agreement, "we" or "us" refers to TENNISCOACHING.COM PTY LTD ACN 160 288 022, and "you" **must be 18 years of age** or older to enter into this Agreement with us.

### How Do I Enroll in Your Affiliate Program?

To begin the enrollment process you must submit a completed Affiliate Program application. Upon receipt of your application, we will notify you of its acceptance or rejection.

Although we hope your application will be successful, we reserve the right to reject applications for any or no reason. **your application if we determine that your site is unsuitable for the Program, including if it:**

- Promotes sexually explicit materials
- Promotes violence
- Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promotes illegal activities of any kind
- Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or violate the law
- Includes "TENNISCOACHING.COM Pty Ltd" or variations or misspellings thereof in its domain name
- Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically, or otherwise discriminatory in our sole discretion.
- Purchase or bid for placement of any of TENNISCOACHING.COM's Pty Ltd trademarked company name or logo, 'TENNISCOACHING.COM' Pty Ltd and any variation of our trademarked name or products.

If we reject your application, you are welcome to reapply to the Program at any time.

You should also note that if we accept your application and your site is later determined (in our sole discretion) to be unsuitable, we may terminate this Agreement at any time. We will not be liable to you for any costs, damages or lost profits as a result of this Agreement.

## How Do I Link My Site to [tenniscoaching.com](http://tenniscoaching.com)?

Once we notify you that your application has been accepted, we will make available to you banner advertisements on our site. The links we may make available could be in the form of:

- A logo that links your home page to ours
- A picture of one or more of our products that links your site to the page on ours where such products are available
- A search box that permits your visitors to link directly to a page on our site that contains the results of their search

These links will allow your visitors to enter our site and enable us to keep track of the sales you may earn if they purchase from us. If we accept your application, we will provide you with instructions describing how to include and maintain links to our site.

To permit accurate tracking, and reporting the links we provide you are in a special "tagged" link format, or "Tagged Link". We will ensure that each of the links between your site and our site is a Tagged Link. **You agree not to modify the Tagged Link**.

## How are Customer Orders Processed?

We will process orders placed by customers who enter our site via Tagged Links. We reserve the right to reject orders that do not comply with our policies or conditions at the time of the order. We will be responsible for all aspects of order processing and fulfillment. We will prepare order forms, process payments, cancellations and returns and handle customer service.

We will track sales made to customers who purchase using Tagged Links and will make available to you reports on sales. The form, content, frequency and method of delivery of the reports may vary from time to time at our sole discretion.

## How Do I Get Paid?

We will pay you when visitors from your site use the Tagged Link to purchase products from us. Referral fees are calculated as a percent of the "Net Sales" from "Qualifying Purchases" made during a "Session". The percent is specified in referral fee schedule.

"Net Sales" shall mean gross shipped sales from Qualifying Purchases less: Returns Postage, shipping and handling charges and any applicable taxes "Qualifying Purchases" shall mean a purchase of a product offered on our site that meets the following criteria: **completed on our site.**

The purchase must be made via a valid credit card. No phone orders.

The ship-to address could be anywhere in the world. The purchase must be completed during a "Session" (defined as the period beginning upon a visitor's entry to our site via a Tagged Link (regardless of whether the visitor leaves our site) and ending 7 days thereafter if the visitor accepts "cookies" from our site (see explanation below).

Any Session in progress will automatically terminate upon the expiration or termination of this Agreement or upon the termination of the relationship between us.

Note regarding Net Sales - Net Sales include downloadable products and physical "shipped" sales. Orders entered but not yet downloaded or shipped, are not reported as sales.

Note regarding "Cookies": To keep track of the Session, we use a small text file called a "cookie" that is placed on your computer. Some web browsers permit users to elect not to receive cookies. Only visitors who accept cookies can be tracked. We understand that no referral fee can be paid for any purchase made by a visitor who does not accept "cookies" or who deletes them during a session.

## How Much Do I Get Paid?

We will pay you up to 100% of all sales, depending on the product.

## Who Sets the Policies and Pricing for Customers?

Customers who buy products through this Program will be deemed to be our customers. Accordingly, all rules, policies and procedures concerning customer orders, customer service and product sales from and by TENNIS COACHING.COM will apply to our customers.

Also, the terms, conditions and policies of our site will apply to the visitors' conduct and their rights and obligations. We reserve the right to change our policies and operating procedures at any time. For example, we will determine the prices of products sold under this Program in accordance with our own pricing policies.

Because product prices and availability may vary from time to time, we cannot permit you to include pricing or product availability independent of the materials we provide in the Links. We will use commercially reasonable efforts to present accurate information, but we do not guarantee the availability or price of any particular product.

You are also responsible for periodically visiting, reviewing and becoming familiar with the terms and conditions of the TENNISCOACHING.COM Ptd Ltd site, which are incorporated into this Agreement by reference.

### **Ownership and License.**

We hereby grant you a limited, non-exclusive, non-transferable, non-sub licensable, revocable right to use the graphic image and text providing to you solely for the purpose of creating links from your site to ours. You may not modify the graphic image or text, or images, in any way, or engage in "site framing" or similar processes.

We reserve all of our rights in the graphic image and text, any of our trade names, trademarks, domain names, and other intellectual property rights. You agree to follow our guidelines for use of our trademarks, as those guidelines may be updated from time to time. In addition, you agree not to use our trademark in any search engine keyword optimization. We may revoke your license at any time, with or without written notice.

You also agree that you shall use the Tagged Links only in order to link to our site and to promote your ability to sell our products. You agree that you shall not present the Tagged Links or any images comprising them in combination with any other materials, with your own goods or services, or in any manner that may suggest or imply that you or your goods or services are endorsed by or affiliated with us.

### **You are Responsible for Your Site.**

You will be solely responsible for the development, operation and maintenance of your site and for all materials posted on your site. For example, you will be solely responsible for:

- The technical operation of your site and all related equipment & posting and maintaining links to our site
- The accuracy and appropriateness of materials posted on your site
- Ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, without limitation, trademarks, privacy, or other personal or proprietary rights)
- Ensuring that materials posted on your site are not libelous or otherwise illegal We disclaim all liability for

Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

### **How Long is the Term of this Agreement?**

The term of this Agreement will begin upon our acceptance of your application and will end when terminated by either party. We reserve the right to terminate this Agreement at any time, with or without cause, by giving the other party notice of termination in accordance with this Agreement.

Upon the termination of this Agreement for any reason you will immediately cease use of, and remove from you, TENNISCOACHING.COM Ptd Ltd or TENNISCOACHING.COM Ptd Ltd trademarks, trade dress and logos, and on behalf of us to you pursuant hereto or in connection with the Program. You are only eligible to earn referral fees occurring during the term, and referral fees earned through the date of termination will remain payable only if they are returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

### Can this Agreement be Modified?

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a new agreement on our site. Modifications may include, for example, changes in the scope of available referral fees, procedures, and Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO STOP USING OUR AGREEMENT.

YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THREE DAYS AFTER OUR POSTING OF A MODIFIED AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

### What is the Legal Nature of our Relationship?

You and we are independent contractors, and nothing in this Agreement will create any directorship, shares in T, partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will not make or accept any offers or representations on our behalf.

You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this contract between you and us. By completing the application and by clicking on the "Agree" button below, you agree to be bound by this Agreement.

### Our Liability to You is Limited.

We **will not be liable** for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising out of this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability under this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

### More "Fine Print"

We make **no express or implied warranties or representations** with respect to the Program or any products or services (including without limitation, warranties of fitness, merchantability, non-infringement or any implied warranties arising out of common law or trade usage).

In addition, we make no representation that the operation of our site or the links or Tagged Links will be uninterrupted or "black holed." As a result, we might temporarily be unable to capture information regarding Tagged Links or the consequences of any such interruptions or errors. The Program is intended for commercial use only.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS OR MAINTAIN OTHER WEBSITES THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND DO NOT RELY ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Notices to you are effective if provided in writing to the postal addresses, electronically to the e-mail address set forth on our website. Notice to us may be given in by e-mail at our [Contact Us Page](#).

This Agreement will be governed by the Federal laws of Australia or the state laws of Victoria without reference to conflict of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Australia and you agree to the jurisdiction of such courts.

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to our prior written consent, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. The performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce any other provision of this Agreement.

**[Become an Affiliate with tenniscoaching.com](#)**