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The information that Coodcood. obtains through your use of our sites, is subject to our Privacy Policy (links to PP page). That privacy policy contains terms and conditions that govern our collection and use of the information you provide use and our respective rights relative to that information. Please review our Privacy Policy before you use our sites. Your use of our sites indicates an agreement to our Privacy Policy.

3. User Warnings/User Conduct

We make certain services available, including without limitation, e-mail, chat rooms, message boards and other community services; provided that you agree to abide by the terms and conditions contained in these Terms & Conditions. Without limiting the generality of the foregoing, in consideration for our providing such services, you also agree not to:

- Violate any applicable law, regulation or rule;
- Harass, offend, threaten, embarrass, distress or invade the privacy of any individual or entity;
- Post or transmit any commercial, advertising or promotional materials, including without limitation, "spam" or mass distributions;
- Provide false information on your registration form or impersonate another person at any point;
- Post or transmit false, inappropriate, improper, disorderly or excessive messages or information.
- Post any material that infringes upon any third party's copyright, trademark, patent or other intellectual property right.

If you violate such terms, we may, without prior notice and without liability to you, ban you from any and all services, terminate your registration, delete your messages or postings, and take any other action we deem appropriate in our sole discretion. With reference to any services we provide, you acknowledge that we may, from time to time, without notice to you and at our sole discretion, establish various practices, limitations and restrictions for administering such services, including without limitation: how often a service or account may be accessed; the maximum number of days that messages or postings will be retained; the maximum number of messages or postings allowed; the size and nature of messages and postings; the maximum storage space available for an account; and all other matters related to administration of services, and you agree to be bound by such practices. You agree that we are not responsible or liable for deactivation or deletion of accounts or for loss of e-mails, communications, postings, data or information as a result of, or arising out of, our administration of such services.

We assume no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any content, data, documents, graphics, images, information, advice, or opinion contained in any e-mails, message boards, chat rooms or community services, or in any other public services, and do not endorse any advice or opinion contained therein. We do not monitor or control such services, although we reserve the right to do so. We may take any action we deem appropriate, in our sole discretion, to maintain the high quality of our service and to protect ourselves and others.

4. Confidentiality

Your confidential use of this site cannot be guaranteed by us. We shall not be responsible for any harm that you or any person may suffer as a result of a breach of confidentiality in respect to your use of this site.

5. Security

You may have an account and password. You are responsible for maintaining the confidentiality of your password and account information and are fully responsible for all conduct carried out under this password and account. We are not liable for any loss of confidentiality or for any damages arising from your failure to comply with these terms. You will promptly report any unauthorized use of your password to us

6. Web Site Links And Third-Party Sites

This Website may contain links to other Websites which are independent of this Web site. We make no representation or warranty as to the accuracy, value, integrity, completeness or authenticity of the information or opinions contained in any such linked Web site, and any link to another Web site shall not in any manner be construed as an endorsement by us of that Website, or of the products or services described therein.

Furthermore, these links may lead to sites or links that contain offensive and objectionable content or which may contain dangerous computer viruses. You assume, and we hereby disclaim, all responsibility for any of the content on these sites or for any damage sustained by users of these sites.

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YOU AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AGENTS, PARTNERS AND AFFILIATES, SUCCESSORS AND ASSIGNS FROM ALL LIABILITIES, CLAIMS, DEMANDS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT ARE DUE TO, OR THAT ARISE FROM YOUR USE OR MISUSE OF THIS SITE, ANY SERVICES THEREIN, OR FOR INFRINGEMENT BY YOU OR OTHERS OF INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHT OF ANY THIRD PARTY. WE MAY ASSUME EXCLUSIVE CONTROL OF ANY DEFENSE OR ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU, AND YOU AGREE TO COOPERATE WITH US IN SUCH EVENT.

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and accessing such from certain locations may be illegal and prohibited. Those who do access content, materials and services from such locations act on their own initiative and we are not responsible for their compliance with local laws or other applicable laws. You will not access the foregoing where prohibited by law.

13. Integration; Severability; General

These Terms & Conditions incorporate by reference any notices contained on this Website and constitute the entire agreement with respect to your access to and use of this Website. We may modify these Terms & Conditions at any time by posting revised Terms Condition son our Web site and your continuing use of such Web site and the services constitutes your agreement to be bound by such modified Terms & Conditions. Any provision of these Terms & Conditions which is determined by a court of competent jurisdiction to be unenforceable in any jurisdiction shall be severable from these Terms & Conditions in that jurisdiction without in any way invalidating the remaining provisions of these Terms & Conditions. The unenforceability of any provision in a given jurisdiction shall not make that provision unenforceable in any other jurisdiction.

Coodcood.com Affiliate Program Terms of Service

Agreement

By signing up to be an Affiliate in the coodcood.com Affiliate Program (“Program”) you are agreeing to be bound by the following terms and conditions (“Terms of Service”). **coodcood.com** reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Program, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Program after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: [\[Terms and Conditions\]](#) Violation of any of the terms below will result in the termination of your Account and for forfeiture of any outstanding affiliate commission payments earned during the violation. You agree to use the Affiliate Program at your own risk.

Account Terms

- You must be 18 years or older to be part of this Program.
- You must live in the country that you original registered to be an Affiliate.
- You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
- You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
- Your login may only be used by one person – a single login shared by multiple people is not permitted.
- You are responsible for maintaining the security of your account and password. **coodcood.com** cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You are responsible for all Content posted and activity that occurs under your account.
- One person or legal entity may not maintain more than one account.
- You may not use the Affiliate Program for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- You may not use the Affiliate Program to earn money on your own **coodcood.com** product accounts.

Links/graphics on your site, in your emails, or other communications

Once you have signed up for the Affiliate Program, you will be assigned a unique Affiliate Code. You are permitted to place links, banners, or other graphics we provide with your Affiliate Code on your site, in your emails, or in other communications. We will provide you with guidelines, link styles, and graphical artwork to use in linking to **coodcood.com**. We may change the design of the artwork at any time without notice, but we won't change the dimensions of the images without proper notice. To permit accurate tracking, reporting, and referral fee accrual, we will provide you with special link formats to be used in all links between your site and the **coodcood.com**. You must ensure that each of the links between your site and the **coodcood.com** properly utilizes such special link formats. Links to the **coodcood.com** placed on your site pursuant to this Agreement and which properly utilize such special link formats are referred to as "Special Links." You will earn referral fees only with respect to sales on a **coodcood.com** product occurring directly through Special Links; we will not be liable to you with respect to any failure by you or someone you refer to use Special Links or incorrectly type your Affiliate Code, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement. Affiliate links should point to the page of the product being promoted.

Referral fees/commissions and payment

For a Product sale to be eligible to earn a referral fee, the customer must click-through a Special Link from your site, email, or other communications to **Coodcood.com affiliate page** and complete an order for a product during that session. We will only pay commissions on links that are automatically tracked and reported by our systems. We will not pay commissions if someone says they purchased or someone says they entered a referral code if it was not tracked by our system. We can only pay commissions on business generated through properly formatted special links that were automatically tracked by our systems. We reserve the right to disqualify commissions earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods. Payments only begin once you've earned more than **\$20** in affiliate income. If your affiliate account never crosses the **\$20** threshold, your commissions will not be realized or paid. We are only responsible for paying accounts that have crossed the **\$20** threshold.

Identifying yourself as a coodcood.com Affiliate

You may not issue any press release with respect to this Agreement or your participation in the Program; such action may result in your termination from the Program. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, say you develop our products, say you are part of **coodcood.com** or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that we support, sponsor, endorse, or contribute money to any charity or other cause). You may not purchase products through your affiliate links for your own use. Such purchases may result (in our sole discretion) in the withholding of referral fees and/or the termination of this Agreement.

Payment schedule

As long as your current affiliate earnings are over **\$20**, you'll be paid each month. If you haven't earned **\$20** since your last payment, we'll pay you the following month after you've crossed the threshold.

Customer definition

Customers who buy products through this Program will be deemed to be our customers. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect Products that you have

listed on your site, you should not display product prices on your site. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

Your responsibilities

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for: – The technical operation of your site and all related equipment – Ensuring the display of Special Links on your site does not violate any agreement between you and any third party (including without limitation any restrictions or requirements placed on you by a third party that hosts your site) – The accuracy, truth, and appropriateness of materials posted on your site (including, among other things, all Product-related materials and any information you include within or associate with Special Links) – Ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights) – Ensuring that materials posted on your site are not libelous or otherwise illegal – Ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

Compliance with Laws

As a condition to your participation in the Program, you agree that while you are a Program participant you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. are now in effect or later come into effect during the time you are a Program participant. Without limiting the foregoing obligation, you agree that as a condition of your participation in the Program you will comply with all applicable laws (federal, state or otherwise) that govern marketing email, including without limitation, the CAN-SPAM Act of 2003 and all other anti-spam laws.

Term of the Agreement and Program

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to [\[Terms and Conditions\]](#), and all of our trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. **coodcood.com** reserves the right to end the Program at any time. Upon program termination, **coodcood.com** will pay any outstanding earnings accrued above **[\$20]**.

Termination

Coodcood.com in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Program, or any other **coodcood.com** service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all potential or to-be-paid commissions in your Account if they were earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods. **coodcood.com** reserves the right to refuse service to anyone for any reason at any time.

Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the

parties. You will have no authority to 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 Section.

Limitations of Liability

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

Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, noninfringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of the **coodcood.com** will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

Independent Investigation

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

Arbitration

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential arbitration, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any uk county court (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the United Kingdom Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Miscellaneous

This Agreement will be governed by the laws of The United Kingdom, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. The failure of **coodcood.com** to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and **coodcood.com** and govern your use of the Service,

superseding any prior agreements between you and **coodcood.com** (including, but not limited to, any prior versions of the Terms of Service).