

Pets Global Affiliate Partner Programme Agreement

This Affiliate Partner Programme Agreement (the "Agreement") contains the terms and conditions that apply to your participation in the Pets Global Affiliate Partner Programme (the "Programme").

Please read this Agreement carefully. By clicking "I accept" or by participating in the Programme, you represent that you ("Affiliate" or "you" or "your") have read, fully understand, and agree to the terms of this Agreement with Pets Global Pte. Ltd. If you have any questions about anything in these terms, then please do not hesitate to get in touch with us.

1. Sign Up as a Pets Global Affiliate Partner

To set up an Affiliate Account, please fill in the online form on our website. Once your account is approved, you will then have access to the Affiliate Dashboard that provides you the unique link to post on your website and social media platforms and to share with others.

Each "click" on this link will be registered on your Affiliate Account using a cookie which is set on the user's computer, and for each sale made through that link you will earn commission at the rate set out on our website. We pay commission on the sale price of our products and no commission will be paid on any delivery charges or taxes paid by the customer.

2. Payments

We exercise a monthly process cycle. Sales made during the month will be processed next month and credit to your Affiliate Account by 20th of every month. For example, transactions captured via your link during 1st to 31st March will be processed during April. Commissions of all eligible transactions will be credited to your Affiliate Account by 20th April.

There are two ways our Affiliate can utilise the credits.

(a) Transfer to Pets Global eWallet

You can transfer any amount of credits to your Pets Global eWallet, and utilise them to purchase goods on our website for your companions. There is no limit to transfer credits to your Pets Global eWallet.

(b) Cash Out to your bank account

You can request a cash out to your bank account with a minimum amount of \$30. All cash out request will be processed within 45 days. Cash out can only be made once a month.

3. Relationship between Affiliates and Pets Global

Nether you nor we are the agent of the other. You agree that you will not at any time promote yourself as an agent or employee of Pets Global.

You also agree that you have no authority to enter into any contract on behalf of Pets Global or to bind Pets Global in any way, and you will not make any representation or indication that you are acting on behalf of, or are in any way capable if binding, Pets Global.

4. Your Obligation as a Pets Global Affiliate

You agree that you will:

- (a) Be passionate about sharing Pets Global and our products to your network as you genuinely love our products, and not make or publish any statement which is disparaging or negative;
- (b) Follow our reasonable instructions and requests in relation to your relationship with us as our Affiliate;
- (c) Notify or inform us of all enquiries about Pets Global or our products promptly;
- (d) Familiarise yourself with our core values and about our products, including but not limited to product range, benefits, unique selling points and availability.

You also agree that you will not:

- (a) Make any statement, representation or warranty about Pets Global or our products other than those statements and representations contained in materials provided by us or set out on our website;
- (b) Promote your Affiliate link using SPAM/unsolicited emails;
- (c) Promote your Affiliate link that may cause offence to others;
- (d) Infringe on our or anyone else's intellectual property, publicity, privacy or other rights.

5. Termination and Closure of Inactive Accounts

There is no obligation on our Affiliates to meet any sales target. However, if any Affiliate Account is inactive for a period of one (1) year then we will close that account, meaning any clicks using the unique link of that account will no longer be registered and no commission will be payable.

You can choose to end the Affiliate programme at any time, for any reason, by notifying us that you wish to do so. We will then close your account, meaning any clicks using your unique link will no longer be registered to your account. Any commission which has not already been paid to you at the date that your account is closed will be credited to your Pets Global eWallet within two (2) months of your account being closed.

We can terminate your membership of our Affiliate programme at any time, for any reason, by giving you thirty (30) days' written notice. At the end of this thirty (30) day period we will close your account, meaning any clicks using your unique link will no longer be registered to your account. Any commission which has not already been paid to you at the date that your account is closed will be paid through to you within two (2) months.

We can also terminate your membership of the Affiliate programme with immediate effect if you breach any of these Terms and do not remedy that breach (if capable of remedy) within fourteen (14) days of notice from us. If you do not correct the relevant breach within this duration we will close your account, meaning any clicks using your unique link will no longer be registered to your account. Once your account has been closed no further commission will be payable, including any commission which has accrued to your account but not yet been paid to you.

In addition to the termination provisions above, either you or we will be entitled to terminate your membership immediately by notifying the other in writing if the other is declared bankrupt, enters into insolvency or administration proceedings.

6. Confidentiality

You agree not to disclose any Confidential Information, directly or indirectly, to any third party without our written authorisation to do so, and you will exercise a reasonable level of care in protecting our Confidential Information from unauthorised use and disclosure. You agree that you will keep your account login details confidential and will not share them with any other person. You will also keep all marketing and other materials in relation to Pets Global confidential and will not use them for any purpose other than in connection with promotion of Pets Global.

These confidentiality provisions do not apply to information that is (a) publicly available, (b) obtained by you from third parties without restrictions on how you use that information, (c) independently developed by you without using our Confidential Information, or (d) required to be disclosed by order of a court or other governmental or regulatory body.

Disclosure of our Confidential Information has the potential to cause damage to our business beyond anything that is capable of being valued by money damages. You therefore agree that we will be entitled to injunctive relief and any other remedies available to us to enforce these confidentiality provisions.

7. Intellectual Property Rights

All rights, including Intellectual Property Rights, in and to Pets Global, the products sold on our website, the content in our Website and all other information and materials which relate to Pets Global and our products are owned by Pets Global.

As an Affiliate, Pets Global grants you a non-exclusive, non-transferable, non-assignable, worldwide licence for the duration of your membership of our Affiliate Partner Programme, to use our Intellectual Property Rights for the purposes of promoting our products in accordance with these Terms. However, your participation in our Affiliate Partner Programme does not transfer to you any rights in respect of our brand, our trade names or trademarks or of the goodwill associated with them.

You agree that you will not use any trademarks or trade names which resemble our own marks or names (or both) and which would cause or be likely to cause any confusion or deception to third parties. You also agree that you will not do anything or authorise anyone else to do anything which would or might invalidate, or be inconsistent with, our Intellectual Property Rights.

If any infringement of any of our Intellectual Property Rights comes to your attention, whether actual or threatened, you agree to let us know as soon as you are reasonably able to. You also agree to notify us of any claim by anyone that our products infringe the rights of any other person, and you will, at our request and expense, do anything which may be reasonably required to assist us in relation to any such claim or generally to assist us in maintaining the validity and enforceability of our Intellectual Property Rights.

8. Indemnification

You indemnify, defend and hold harmless Pets Global and its directors, officers, employees, distributors and agents from and against any and all claims, expenses, wages, lawsuits or other liabilities (including without limitation, reasonable legal fees and court costs) for injury to any person, or for loss or damage to personal property, which arises out of any misrepresentation by you regarding Pets Global or our products, or any other of your activities as a Pets Global Affiliate.

9. Limitation of Liabilities

We make no warranties or representations (whether express or implied) with respect to the Affiliate Partner Programme or your potential to earn income as an Affiliate, or that our Website will be available or error-free at any time.

We will not be liable for any special, indirect, incidental or consequential damages (including loss of profits) arising from or relating to your membership of our Affiliate Programme, including without limitation damages claimed as a result of our website or our products being unavailable or not performing for any period of time.

Pets Global's liability for all claims of any kind arising out of or related to these Terms (including for negligence), whether based on contract, tort or on other legal or equitable grounds, is limited to money damages not exceeding the amount of commission due to you and unpaid at such time and which relates directly to the particular claim.

Nothing in these Terms excludes or limits our liability for death or personal injury resulting from our negligence, for fraud or fraudulent misrepresentation or for anything else it would be unlawful to exclude or limit.

10. Changes to These Terms

We may make changes to any of these Terms at any time by posting new or updated Terms on pets-global.sg. We will also email any new or updated Terms to you using the contact email address you have provided in your Affiliate Account details. Changes to these Terms may include, without limitation, changes in the way we award commission, fee schedules, payment procedures and Affiliate Programme rules. If any changes we make are unacceptable to you, you will need to terminate your membership of our Affiliate Programme. If you continue to use your unique Affiliate link after we have notified you of new or updated Terms then you will be deemed to have accepted those Terms.

11. Governing Law

This Privacy Policy is governed by the laws of the Republic of Singapore, without regard to its choice of law provisions. If you have any questions about this Agreement or the practices of this Site, you may contact: PETS GLOBAL PTE LTD Website Customer Care 2 Woodlands Sector 1 #03-24 Woodlands Spectrum 1 Singapore 738068 SUPPORT@PETS-GLOBAL.SG.