

Campaign Referrer Terms and Conditions



This Agreement defines the additional Terms under which Optimise shall provide the Company with a Campaign Referrer Programme. These Terms supplement to the Optimise Technology Terms of Service and the Technology Order and unless otherwise defined any Terms shall have the meaning given within those documents.

1. Additional Definitions

- 1.1. In this Agreement, unless the context otherwise requires, any term shall have the meaning attributed to it below, if not defined below it shall have the meaning attributed within the Optimise Technology terms and Conditions:

Programme Specification means the specific processes and terms that are agreed between the parties to apply to an individual Referral Programme, including but not limited to the nature and value and timing of the Referral Commission, the Validation Process.

Recipient means the individual in receipt of a referral from a referrer

Refer Programme means a campaign promoting the Companys products using the Campaign Referrer solution.

Validation Process means the process and criteria agreed between Optimise and the Company by which Transactions will be approved by the Company prior to Referrer Commission being released.

2. Responsibilities of Optimise

- 2.1. Optimise shall set up and maintain a Merchant Account for the Company within the Optimise System incorporating the following functions:
 - 2.1.1. Online Event Tracking
 - 2.1.2. Reporting
 - 2.1.3. email generation
 - 2.1.4. contact management
- 2.2. Optimise shall provide, host and maintain such Company branded web pages as are required to provide access for Referrers to the Company's Referral programme.
- 2.3. Optimise shall generate Company branded emails, in the form designated by the Company, to the Recipient and Referrer at the appropriate points in the Referral process and incorporating such elements of tracking as are required administer the Referral Programme.
- 2.4. Subject to the obligations of the Company, Optimise shall record and report such information, as has been agreed in writing with the Company, regarding individual transactions to facilitate validation of transactions and fulfilment of the Referrer Commission as appropriate.
- 2.5. Where agreed within the Initial Specification Optimise shall provide access for referrers to Optimises transaction query management platform ("TQM") which allows uses to raise queries regarding the Validation of Transactions and payment of Referrer Commission.

3. Fulfilment of Referrer Commission

- 3.1. The Referrer Commission may be fulfilled in the form or cash payment into the Referrers bank account ("Cash") or by a voucher, according the agreed Programme Specification.
- 3.2. Where the Referrer Commission is fulfilled in the form of a Cash Optimise shall process payments to the account details provided by the Referrer, in the event that payment cannot be processed Optimise shall retain the funds until correct details have been received from the Referrer.

- 3.3. Where the Referrer Commission is fulfilled by a voucher the parties will agree a process for fulfilment within the agreed Programme Specification.
- 3.4. Optimise shall not process payment of Referrer Commission until it has received sufficient funds from the Company.
- 3.5. Optimise shall maintain such processes and systems as would reasonably be expected over the processing of payments.

4. Responsibilities of the Company

- 4.1. The Company shall be responsible for agreeing the terms of the Refer Programme and concluding legal agreements with Referrers, save that the Company agrees to include any clauses reasonably required by Optimise to ensure the ongoing administration of the Refer Programme.
- 4.2. The Company shall be responsible for ensuring the compliance of any Programmes and activities, including the Product Content, with any and all relevant legislation, including but not limited to data protection, advertising and the promotion of financial products legislation.
- 4.3. The Company shall provide prompt responses to any customer queries regarding the validation of transactions that are required to ensure resolution.
- 4.4. The Company shall promote the Referral programme to the Companys customers in accordance with any agreed promotion as detailed within the Initial Specification or other documentation.

5. Data Protection

- 5.1. For the purposes of the Data Protection Act 1998, the Parties acknowledge that the Company will be the Data Controller and Optimise will be the Data Processor in respect of Referrers' and Recipients' personal data (the "Personal Data").
- 5.2. Each Party shall comply with all relevant data protection legislation, and shall at all times reasonably assist the other Party to do so, as may be requested from time to time.
- 5.3. Optimise shall:
 - 5.3.1. put in place appropriate technical and operational processes and procedures to safeguard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data;
 - 5.3.2. safeguard as private and confidential all the Personal Data received by it at all times and shall only carry out processing of the Personal Data in accordance with the Company's instructions;
 - 5.3.3. ensure that all the personnel used by it to provide the Services (so far as their duties relate to the processing of any Personal Data):
 - (A) are informed of the confidential nature of the Personal Data; and have undertaken training in data protection legislation; and
 - (B) are aware both of Optimise's duties and their personal duties and obligations under the relevant data

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- protection legislation and this Agreement.
- (C) promptly notify the Company if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data.
- 5.3.4. Optimise shall not disclose any Personal Data to any third party, save for Authorised Third Parties, in any circumstances other than as specifically requested by the Company in writing.
- 5.3.5. The Company is entitled, upon giving reasonable notice to Optimise, to inspect or appoint representatives to inspect all facilities, equipment and electronic data relating to Optimise's processing of Personal Data.
- 5.3.6. Neither Optimise nor its agents or sub-contractors shall acquire rights in or to any of the Personal Data and shall only be entitled to process it in accordance with Optimise's obligations under, and any other applicable terms of, this Agreement. On the expiry or termination of this Agreement, Optimise shall immediately cease to use, and shall procure that its agents and sub-contractors cease to use, the Personal Data and shall arrange for its safe return or destruction as shall be agreed with the Company at the relevant time.
- 5.3.7. Optimise, its agents and sub-contractors, shall notify the Company immediately upon receipt of a notice from any regulatory or government body, including the Information Commissioner which relates directly or indirectly to the processing of personal data.
- 5.3.8. Optimise shall not, and will ensure that its agents or sub-contractors shall not, under any circumstances transfer Personal Data outside the European Economic Area unless authorised to do so by the Company.