

By Miles Referral Programme Terms and Conditions v.1.4

By clicking the box entitled “I agree to the terms & conditions” of the By Miles Referral Programme Application Form you agree to the terms of this agreement (the “Agreement”) with By Miles.

By Miles and “**you**” (as either the ‘**Applicant**’ or the ‘**Referrer**’) may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

BACKGROUND

- A By Miles is an insurance intermediary, authorised in the UK by the Financial Conduct Authority under registration number 773046.
- B The Referrer is permitted to carry out certain insurance mediation activities in the UK and wishes to refer prospective customers to By Miles in return for commission, via the By Miles Referral Programme.
- C By Miles wishes to appoint the Referrer to refer Prospective Customers it on the terms and conditions of this Agreement.

1. Definitions and Interpretations

- 1.1. For the purpose of this Agreement, unless the context otherwise requires, capitalised words and expressions shall have the following meanings:

“**Agreement**” means these terms and conditions, inclusive of all of its annexes, appendices, addenda, attachments, schedules and exhibits and amendments, entered into by and between you and us;

“**Anti-Money Laundering Legislation**” means, collectively Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, and The UK’s Money Laundering Regulations 2007;

“**Anti-Spam Legislation**” means, collectively GDPR, Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), the Data Protection Act 2018 and any other applicable local, state, federal and international laws, rules and regulations pertaining to the use of unsolicited electronic communications of the countries, jurisdictions in which either one of the Parties, the Prospective Customers or the Customers are incorporated, residing and/or located, as the same may be in force from time to time and modified or amended from time to time;

“**Applicable Laws and Regulations**” means, collectively the laws of England and Wales and the European Union and any applicable laws, directives, statutes, orders, rules, regulations, directives, codes of conduct and mandatory guidelines and recommendations from the Competent Authorities, whether local, national, international or otherwise existing from time to time and in jurisdictions in which either one of the Parties, the Prospective Customers or the Customers are incorporated, residing, located and/or doing business, including the Financial Services and Markets Act 2000, MiFID II, Anti-Money Laundering Legislation, the FCA Rules, Anti-Spam Legislation and Personal Data Protection Legislation;

“**Applicant**” means a person or entity that applied join the By Miles Referral Programme;

“Approval Email” means the email from By Miles to the Referrer in which By Miles approves the Referrer’s application to the Referral Programme as set out in clause 4.2;

“Banner” means a piece of Source Code, that the Referrer can obtain via the By Miles Referrer Website, which contains an advert and a Tracking Link which the Referrer can use to direct Prospective Customers to By Miles from either the Referrer Platform or the Referrers legally created opt-in email list;

“BMP” means the “By Miles Platform” which is the By Miles Websites and any mobile app or service operated by, or on the behalf of, By Miles;

“Bonus Incentives” means Customer incentives e.g. free miles and credits to Customer accounts;

“Business Day” means any calendar day (except any Saturday or Sunday) on which banks in London are open for business;

“By Miles” means By Miles Ltd, a company incorporated in England and Wales whose registered address is Oriol House, Oriol Road, Bootle, L20 7EP, United Kingdom, company number 09498559;

“By Miles Websites” means the By Miles Website and By Miles Referrer Website;

“By Miles Website” means www.ByMiles.co.uk;

“By Miles Referrer Website” means <https://partners.bymiles.co.uk>;

“Churning” includes, but shall not be limited to, the practice of purchasing Policies for the sole purpose of generating Commissions;

“Commencement Date” means the date an Approval Email is sent by By Miles to the Referrer in acceptance of the Referrer’s application to join the Referral Programme in accordance with clause 4.2;

“Customer” means any person who has a Referred Policy with By Miles;

“Cold Call” means an unsolicited visit or phone call;

“Commission” means the commissions, rebates, allowances, awards, benefits, bonuses, earnings, increments, premiums, profits, remunerations and/or other proceeds paid or payable to the Referrer by By Miles under and/or pursuant to this Agreement based solely on our system's data, in accordance with the Referrer’s CPA Commission;

“Confidential Information” collectively includes all information relating to the business, plans, intellectual property and/or technology of By Miles, including, but not limited to technical information including inventions, methods, plans, processes, specifications, characteristics, assays, raw data, scientific preclinical or clinical data, records, databases, formulations, know-how, experience, and trade secrets; developmental, marketing, sales, Customer, Ex-Customer, supplier, consulting relationship information, operating, performance, and cost information; computer programming techniques whether in tangible or intangible form, Source Code, and all record bearing media containing or disclosing the foregoing information and techniques including, written business plans, patents and patent applications, grant applications, notes, and memoranda, whether in writing or presented, stored or maintained in or by electronic, magnetic, or other means, as well as all Software, documentation and all other materials containing information about By Miles, IP Rights and/or Intellectual Property (including all copies and reproductions thereof), as well as any other information specifically identified, either verbally or in writing, as confidential, that is obtained under or in the course of business or activities relating to this Agreement by one party from the other;

notwithstanding the foregoing, the term “Confidential Information” shall not include any information which:

- a) can be demonstrated to have been in the public domain or was publicly known or available prior to the date of the disclosure by By Miles;
- b) can be demonstrated in writing to have been rightfully in the possession of the Referrer prior to the disclosure of such information by By Miles;
- c) becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorised act or omission on the part of the Referrer; or
- d) is supplied to the Referrer by a third-party without binder of secrecy, so long as that such third-party has no obligation to By Miles or any of its Referrers to maintain such information in confidence;

“**CPA Commission**” means a cost per acquisition commission arrangement whereby the Referrer’s Commissions are based on a one-time payment in which the Referrer is paid for Referred Users who purchase a Qualified Referred, calculated in accordance with Schedule 1;

“**Customer Terms and Conditions**” means the terms of business, including policies, between By Miles and Customers, to which Customers have accepted, as set forth on the By Miles Website;

“**Ex-Customer**” means any person who is not currently a Customer but has been a Customer in the past;

“**FCA**” means the Financial Conduct Authority and its successors and assigns or any replacement body thereof;

“**FCA Rules**” means the <http://fshandbook.info/FS/html/FCA/>;

“**Force Majeure Event**” means any event outside the reasonable control of either Party including, without limitation, an act of God, war, civil war, terrorist acts, lightning, strikes, labour disputes, natural disasters, riot, vandalism, malicious damage, fire, flood or failure of internet or utility supply but excluding lack of funds;

“**Fraud Traffic**” means traffic generated towards the BMP through illegal means, in violation of this Agreement, or in bad faith to defraud the system, regardless of whether or not it actually causes By Miles any harm; Fraud Traffic includes, but shall not be limited to Spam, false advertising and Deposits generated on stolen credit cards, collusion, manipulation of the service, system, Bonus Incentives, offers to share the Referrer’s Commissions directly or indirectly with Referred Users, Churning, the use of software programs designed to exploit the BMP or that allow for the use of technological and/or unauthorised use of any third party accounts, copyrights or trademarks;

“**GDPR**” means EU General Data Protection Regulation;

“**Inactive**” means when the Referrer stops referring Policies. The Referrer is deemed Inactive if there are no Referred Policies within any 6 month period;

“**Intellectual Property**” means all intellectual property rights in any part of the world including patents (including supplementary protection certificates), utility models, rights to inventions, registered and unregistered trade and service marks, rights in business, domain names, trading names, rights in trade dress or get-up, rights in goodwill, registered designs copyrights and neighbouring rights, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and (in each case) rights of a similar or

corresponding character whether registered or unregistered and including all applications for and renewals or extensions of such rights, and in all applications and rights to apply for protection of any of the foregoing in any part of the world;

“Linked Marketing Materials” means Marketing Materials that are located on the By Miles Referrer Website that incorporate a Tracking Link. Linked Marketing Materials include Banners, Widgets and Text Links;

“Losses” includes all liabilities, costs, expenses, penalties, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses;

“Marketing Materials” means Banners, Widgets, Text Links and any other Promotional Materials that are located on the By Miles Referrer Website and that are clearly made available for the Referrer to use in order to refer Prospective Customers to By Miles;

“MiFID II” means, collectively, MiFID (2014/65/EU) and the Markets in Financial Instruments Regulation (MiFIR - 600/2014/EU);

“Permanent Referrer Verification” means verifying the Referrer’s ownership of the Referrer Platform whereby the Referrer maintains at least one Linked Marketing Material item on the public pages of the Referrer Platform. For the avoidance of doubt this can be a Tracking Link in the form of a text link and does not need to be in a prominent position;

“Personal Data” has the meaning given in the Personal Data Protection Legislation;

“Personal Data Protection Legislation” means, collectively GDPR, Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and the UK’s Data Protection Act 2018;

“Policy” means the terms of a contract of insurance between the insurer and the insured determining the circumstances when claims shall be paid by the insurer;

“Press Release” means any document or publication which is released or circulated to the public or news media and purports to communicate information regarding By Miles;

“Pre-Qualified Referred Policy” means a Referred Policy which has had 3 separate payments made towards that Policy and that By Miles has accepted as a Pre-Qualified Referred Policy in accordance with the terms of this Agreement;

“Prohibited Marketing Activity” has the meaning given to it in Clause 14.2;

“Prohibited Software” means:

- a) Any software that is designed to, or gives, a Customer the possibility to exploit the BMP;
- b) Any software designed to carry out or promote, spam, the distribution of Unsolicited Promotions, unsolicited adware, spyware, phishing, malware, hacking or any other software that does not comply with the Applicable Laws and Regulations;

“Prohibited Word” means a name or word which By Miles from time to time identifies as belonging to it or its Related Parties and for the purposes of this Agreement bars the Referrer from making use of any variation thereon (in any format or form). Prohibited Words include: “By Miles”, “ByMiles”, “ByMiles.co.uk”, “ByMiles.com”, “By Miles Partners”;

“Promotional Code” means unique code that By Miles provides exclusively to the Referrer for the term of this Agreement and is used such that a Prospective Customer can enter the Promotional Code on the BMP in order to receive a Bonus Incentive. A Promotional Code obtained via the By Miles Referrer Website can act like a Tracking Link such that, subject to the terms of this Agreement, when a Prospective Customer uses a Promotional Code and purchases a Policy the BMP records the Referrer as the Party that referred the Prospective Customer to By Miles;

“Promotional Material” means any written or verbal communication with the public that relates in any way to the referral of Prospective Customers, including all written or verbal material generated by By Miles and/or the Referrer; the term Promotional Material shall also include, but not be limited to, Marketing Materials, published written texts, compliance and procedures memoranda and manuals, training materials, advertisements, research reports, correspondence to Prospective Customers and Customers, as well as newsletters and generally anything written that assists in the solicitation process, whether prepared by By Miles, the Referrer or any third-party, as well as all emails, all mailings, all Websites, all mobile apps, including the Referrer Platform and all contents thereof, and links to websites and/or any scripts used, and generally anything written that assists in the Customer referral process;

“Prospective Customer” means any person:

- a) who does not have a current or prior existing business and/or Customer relationship with By Miles, and
- b) who is either on the Referrer Platform or has accessed By Miles via the Tracking Link as a result of the Services of the Referrer;

“Qualified Referred Policy” means a Referred Policy which has had one full year of payments made towards that Policy and that By Miles has accepted as a Qualified Referred Policy in accordance with the terms of this Agreement;

“Referral” means the promotion by the Referrer of By Miles insurance products to a person that leads that person, via a Tracing Link or a Promotion Code, to buy a Referred Policy and “Refers” and “Referred” shall be construed accordingly;

“Referral Programme” means the marketing Referral Programme operated by us, our successors or assigns and defined by this Agreement;

“Referred Policy” means a Policy bought by a Referred User which is not a:

- a) Policy renewal, or
- b) Policy purchased by an existing Customer, or
- c) Policy purchased by a person who was a Customer at any point within the preceding 12 months.

“Referred User” means a person who has been identified as being referred to By Miles via either the Tracking Link or by using the Promotional Code. A Referred User cannot be someone who was separately identified as being referred via another source, such separate identification includes where:

- a) An insurance broker or comparison website that has specifically asked for a quote for that user, or
- b) The user was referred by a personal contact e.g. under the By Miles Refer-a-Friend scheme;

“Referrer”, “You”, “Your” means an Applicant whose application to join the By Miles Referral Programme was approved by By Miles and who is subject to the terms of this Agreement;

“Referrer Account” means the unique account created after applying for, and being approved for, the Referral Programme;

“Referrer Application Form” means the application form found on the By Miles Referrer Website;

“Referrer Guidelines” means the guidelines we issue from time to time, which the Referrer is required to follow when it promotes By Miles. The Referrer Guidelines can be found on the By Miles Referrer Website;

“Referrer Platform” means a website or mobile app that you are legally entitled to host and/or operate;

“Referrer Verification” means verifying the Referrer’s contact details and ownership of the Referrer Platform, where verification includes the following:

- a) Email verification of the email address on your Referrer Account;
- b) Phone verification of the phone number on your Referrer Account;
- c) Referrer Platform verification where the Referrer is required to add a temporary verification text file to the root of the Referrer Platform within 10 Business Days; and
- d) Permanent Referrer Verification.

“Related Party” includes any person bearing a relationship with any Party to this Agreement, including, without limitation: family members; any person that any Party to this Agreement, directly or indirectly through one or more intermediaries, controls or that, directly or indirectly through one or more intermediaries, is controlled by or is under common control with such Party; for purposes of this definition, the term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any company or Person in this Agreement, shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such company or Person, whether through ownership of voting securities or otherwise;

“Services” means the promotion of By Miles carried out by the Referrer and includes referring Prospective Customers using Promotional Materials;

“Source Code” shall mean any computer code, including html, JavaScript, the C-languages or other computer code, that By Miles may use from time to time;

“Spam” and **“Unsolicited Promotions”** mean emails, text messages and/or other messages that are distributed by the Referrer, directly or indirectly, including, but not limited to messages that are posted on social networks, chatrooms, instant messaging systems, and other types of internet forums, sent to mobile phones or other forms of digital communication and which:

- a) are directed at people who have not consented to receiving promotional messages from the Referrer;
- b) contain false or misleading statements;
- c) do not truthfully identify the source or the originating IP Address;
- d) purport to be, but are not, generated by By Miles or one of its Related Parties;
- e) have not been created as opt-in lists under GDPR;

- f) do not provide the recipient with a clear option to 'opt-out' of receiving future emails or messages; or
- g) violate any Applicable Laws and Regulations regarding unsolicited communications;

"Spyware" means a type of software which collects information about users without their knowledge;

"Sub-Referral" means a third party that is referred to the Referral Programme by you. The Referrer can earn a Sub-Referral Commission based on Sub-Referral Revenues;

"Sub-Referral Commission" means the Commission due to you in respect of Sub-Referral Revenue;

"Sub-Referral Revenue" means commissions earned by the Sub-Referral;

"Sub-Referral Tracking Link" means a Tracking Link that the Referrer uses to refer third parties to the Referral Programme so that the referred third parties can also become referrers and the Referrer can earn a Sub-Referral Commission on new Policies referred by those third parties. The Sub-Referral Tracking Link is used to track third party referrals and does track Customer referrals;

"Suspend" has the meaning given to it in Clause 15.1;

"Term" mean the term of the Agreement as defined in clause 2;

"Termination Date" means the date on which the Agreement ends;

"Termination Notice Date" means the date on which a notice to terminate the Agreement is given;

"Termination Period" means the period from the Notice Date to the Termination Date;

"Territory" means those territories within which By Miles determines from time to time persons may access or use the services promoted by By Miles and where By Miles wishes to promote its services, as set out in the Referrer Guidelines;

"Text Link" means a piece of Source Code that the Referrer can obtain via the By Miles Referrer Website, which contains text and a Tracking Link, and that which the Referrer can use to direct Prospective Customers to By Miles;

"Tracking Link" means a unique URL that By Miles provides exclusively to the Referrer for the term of this Agreement, through which, and subject to cookie-based tracking, By Miles uses to track Referred Policies. Subject to the terms of this Agreement, when a Prospective Customer goes through a Tracking Link and purchases a Policy the BMP records the Referrer as the Party that referred the Prospective Customer to By Miles;

"Widget" means a piece of Source Code, that the Referrer can obtain via the By Miles Referrer Website, which shows and advert and/or data, and contains a Tracking Link which the Referrer can use to direct Prospective Customers to By Miles, Widgets can display a wide variety of information, including news, tables charts, data, Bonus Incentives and adverts;

1.2. In this Agreement unless expressed to the contrary or the context otherwise requires:

- a) the masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa;
- b) references to this Agreement include references to this Agreement as validly varied from time to time;

- c) reference to a clause is to a clause in this Agreement and reference to a paragraph in a schedule to this Agreement is to a paragraph in that schedule;
- d) references to any party include (where applicable) its lawful successors, permitted assigns and transferees;
- e) where reference is made to a number of days, such number shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day other than a Business Day, in which case the last day shall be the next succeeding Business Day;
- f) reference to days, months or years shall be a reference to calendar days, months or years, as the case may be, unless the contrary is expressly stated or clearly appears from the context;
- g) references to a "person" include references to any natural person and to any corporate or other bodies that have a legal personality;
- h) headings are inserted for convenience only and must be ignored in construing this Agreement;
- i) the annexes, appendices, addenda, attachments, schedules and exhibits and the pre-amble form an integral part of this Agreement and shall be construed as having the same full force and effect as if they would be expressly set forth in the body of this Agreement; and
- j) the words "include", "includes" and "including" shall be construed so that the examples that are given are not intended to be exclusive or limiting examples.

2. Commencement and term

This Agreement shall commence on the Commencement Date and shall continue in full force and effect until terminated in accordance with clause 28.2 (Termination) or clause 37.5 (Force Majeure).

3. Scope of this Agreement

- 3.1. This Agreement sets out the terms on which you may, on a non-exclusive basis, may make Referrals within the Territory during the Term, and constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject Matter of this Agreement.
- 3.2. To the extent that the Referrer is a corporation, a company, a joint venture, a partnership or any other corporate entity or association of individuals ("**Corporate Entity**"), you represent and warrant that you are legally authorised to bind such Corporate Entity and that your execution of this Agreement binds such Corporate Entity for any and all purposes and intents of this Agreement.
- 3.3. Each Party acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.
- 3.4. This Agreement shall not override the terms of any underlying Referred Policy.
- 3.5. Subject to clause 25 (Data Protection), nothing in this Agreement overrides the duty of By Miles to place the interests of its clients before all other considerations.

- 3.6. Nothing in this Agreement shall exclude or restrict the liability of the Parties under Applicable Laws and Regulations and each Party will comply with their respective legal, licensing and regulatory requirements applicable the promotion of By Miles Policies, the entire referral process and to any Referred Policy to which a Prospective Customer transacts with By Miles via the Referrer Platform

4. Your appointment

- 4.1. Upon receipt of an application to be a Referrer, By Miles will evaluate the application.
- 4.2. Where the application is accepted, By Miles will send the you an Approval Email and you shall, with immediate effect, be appointed a Referrer on a non-exclusive basis, in the Territory, under these terms and conditions and By Miles will grant the Referrer a Referrer Account.
- 4.3. By Miles reserves the right to refuse an application for any reason without being obliged to provide you with any explanation or justification.
- 4.4. Once accepted to the By Miles Referral Programme, the Referrer will be provided with a unique link to the By Miles Website in order to commence using the Linked Marketing Materials located on the By Miles Referrer Website in accordance with these terms and conditions.

5. Electronic communication

You hereby agree to the use of electronic communications in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of Transactions initiated or completed through the Referral Programme. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

6. Rights and duties of the Referrer

- 6.1. During the Term the Referrer shall:
- a) perform the Services in accordance with these Terms;
 - b) act diligently and in good faith towards By Miles and the Prospective Customers;
 - c) make clear to all Prospective Customers and generally that it is the Referrer of By Miles only to the extent provided for in this Agreement; and
 - d) comply with all Applicable Laws and Regulations in accordance with clause 16.7;
 - e) comply with the Referrer Guidelines;
 - f) regularly consult the By Miles Referrer Website;
 - g) maintain all such authorisations and other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with this Agreement;
 - h) carry out marketing activities in accordance with clause 12;
 - i) provide true and accurate Referrer account details in accordance with clause 15.2.f).

- 6.2. The Referrer is solely responsible for:
- a) the content on its Referrer Platform, including all content and materials, maintenance and operation thereof, the proper implementation of specifications, and adherence to the terms of this Agreement, including compliance with the Referrer Guidelines and FCA Rules; and
 - b) the manner in which you conduct the Services.
- 6.3. During the Term the Referrer shall not:
- a) allow its interests to conflict with those of By Miles;
 - b) incur any obligation on the behalf of By Miles without the prior written consent of By Miles;
 - c) carry out the prohibited marketing activities outlined in clause 14;
 - d) take part in the By Miles Refer-a-Friend programme, or
 - e) carry out the Services outside of the Territory.

7. Rights and duties of By Miles

- 7.1. During the Term, By Miles shall use its reasonable endeavours to:
- a) supply the Referrer with such Marketing Materials as it sees fit;
 - b) notify the Referrer on the Referrer's Website of any relevant or material changes made to the Services, the Territory or to Customer Terms and Conditions;
 - c) act in good faith towards the Referrer; and
 - d) provide the Referrer with the information the Referrer reasonably requires to perform its obligations under this Agreement.
- 7.2. By Miles may at any time change or withdraw:
- a) Promotional Materials;
 - b) Customer Terms and Conditions; and
 - c) The Territory in which the Referrer may carry out the Services,
- and shall give the Referrer notice of such changes on the By Miles Referrer Website.
- 7.3. By Miles may, at our sole discretion, and without prior notice to the Referrer, use any available means to block or restrict certain Prospective Customers, Referred Users, Customers, applications, deposits to:
- a) comply with the Applicable Laws and Regulations; or
 - b) reduce the number of fraudulent Transactions or for any reason whatsoever, including but not limited to address verification or negative and positive credit card databases. By Miles does not guarantee or warrant the success of such fraud prevention efforts.
- 7.4. By Miles reserves the right to refuse service to any Prospective Customer and/or to end a Referred Policy at any time.

8. Commission Payments and Calculations

- 8.1. In return for the performance of your Services pursuant to this Agreement, By Miles shall pay you according to the CPA Commission described in Schedule 1.
- 8.2. To receive a payment, you must be owed more than £150 in Commission and make a payment request via the By Miles Referrer Website, although By Miles reserves the right to create a payment request for you. You may only make one payment request per month and the payment request must be made within the first 10 Business Days of the [last day of] each month.
- 8.3. If the total Commission due to you is less than £150, the balance will be carried over and added to your Commission for the next month, until the total Commission due is more than £150.
- 8.4. Once you or By Miles have made a valid payment request, your Commission will be paid within one calendar month of the payment request.
- 8.5. All payments are exclusive of VAT.
- 8.6. With the exception of VAT all payments are inclusive of any other particular sales tax and you agree to pay all applicable taxes or charges imposed by any government entity in connection with the Commission you receive from your participation in the Referral Programme.
- 8.7. In order to fulfil compliance and anti-money laundering obligations By Miles will carry out a "Sanctions Check" on the Referrer prior to the first Commission payment. If the Referrer fails a Sanctions Check then all Commissions shall become void and the Agreement will be immediately terminated. By Miles reserves the right to pass your details to any appropriate authority as part of or as a result of the Sanctions Check. By Miles reserves the right to carry out further Sanctions Checks in order to comply with the Applicable Laws and Regulations.
- 8.8. Prior to the first Commission payment Referrer Verification will need to be successfully completed.
- 8.9. By Miles reserves the right to carry out further Referrer Verification at reasonable intervals during the term.
- 8.10. If the Referrer does not cooperate with the Referrer Verification or the Referrer Verification cannot be completed within 20 Business Days of a payment request being made by the Referrer, then the Commissions will be deemed to have been generated through Fraud Traffic and no Commissions will be due to the Referrer.
- 8.11. Payments will be made via bank transfer and at our sole discretion, and as we deem appropriate, we may accommodate other methods of payment. Any charges incurred for making a payment to you will be covered by you and deducted from your Commission.
- 8.12. All reports and payments will be calculated solely on the data maintained by By Miles. No other measurements or statistics of any kind shall be accepted by By Miles or have any effect under this Agreement.
- 8.13. Requesting a payment or acceptance of payment by you will be deemed full and final settlement of Commissions due for the month or time period indicated. Therefore, if you disagree with the reports or amount payable, do not accept or request a payment for such amount and immediately email us with details your dispute. Dispute notices must be in writing and be received within 10 Business Days of payment being made or 10 Business Days of the end the calendar month where you dispute the Commissions (whichever day is first) or your right to dispute such report or payment will be deemed waived and you shall be deemed to have waived any and all rights in relation to such

report or such payment and further to have waived any claims of restitution and/or unjust enrichment.

- 8.14. In the event that the Commission due to you is a negative amount during any given month, such negative amount shall be carried forward and deducted from the Commission amount of the next month. A negative Commission may be carried forward indefinitely. In the event that the cumulative Commission is a negative amount for 3 consecutive calendar months, we shall be entitled to terminate this Agreement with immediate effect by giving notice to you via email.
- 8.15. In the event that this Agreement is terminated for any reason, other than for fraud, we shall pay you any Commissions due on the Termination Date. The payment will be made within approximately 60 days of the Termination Date. Any payment under £200 will only be made via bank transfer.
- 8.16. If By Miles overpays the Referrer or otherwise makes an undue incorrect payment to the Referrer, the Referrer agrees that it will be in debt to By Miles by the amount of the overpayment and that the repayment of the debt will be due immediately and repayment shall be made by the Referrer to By Miles via bank transfer within 5 Business Days.
- 8.17. Where a Referrer Account is not denominated in pound sterling then for the purposes of calculating Commissions and payments, the currency equivalent will be used. All currency equivalent calculations will be reasonably set by By Miles.
- 8.18. In the event of any Transaction by a Referred User is deemed suspicious by us, then we reserve the right to delay payment of your Commission to you for up to 6 calendar months, irrespective of any termination of this Agreement, in order to verify the relevant Transactions. In the event that we determine the activity to constitute Fraud Traffic, we shall, at our sole discretion be entitled to terminate this Agreement and to recalculate or withhold your Commission accordingly.
- 8.19. Where a Referred User uses a Bonus Incentive and there is a cost to By Miles then By Miles reserves the right to deduct the cost of the Bonus Incentive from the Commission due to the Referrer
- 8.20. No Commission will be paid in respect of:
 - a) Refer-a-Friend policies, for the avoidance of doubt, if you take part in the Referral Program you may not take part in the Refer-a-Friend programme.
 - b) duplicate Policies, for the avoidance of doubt, the CPA commission will only be paid once per Policy;
 - c) who claim a chargeback;
 - d) refunds to Referred Users;
 - e) fraudulent Policies;
 - f) Referred Users to whom By Miles declines to offer a Policy;
 - g) Referred Users who cancel a Policy and then purchase a new Policy within 12 months if a commission was paid on the original Policy;
 - h) Policies cancelled within 60 days of the Policy inception date;
 - i) Referred Users who demonstrate any kind of behaviour that we, at our sole discretion, deem a violation of the applicable Customer Terms and Conditions or any kind of fraud;
 - j) transactions, which we determine, at our sole discretion, to be the subject of Fraud Traffic; any and all fraud detection, prevention and remediation costs and all Losses incurred in relation to such a Referred User will be deducted from the Commissions otherwise payable to you;
 - k) Referrers who are Churning their own Policies; or
 - l) any Customers that are Churning.

- 8.21. The Referrer will not earn any Commissions due to Policies purchased by Referred Users after the Termination Date;

9. Referrer Policies

- 9.1. The Referrer (and its employees) may become Referred Users via the Tracking Link.
- 9.2. Where the Referrer (and its employees) become Referred Users and purchase a Policy, By Miles will pay the Referrer the CPA but the Commissions payment shall be limited to 1 CPA per person per year. For the avoidance of doubt, you cannot refer yourself or any of your employees 2 or more times in a given year.
- 9.3. For the avoidance of doubt, Commissions based on Policies purchased by the Referrer (and its employees) are strictly subject to Churning and no payment will be due for Churning.
- 9.4. The Referrer (and its employees) may not use any Bonus Incentives without prior written approval from By Miles. If Referrer (and its employees) use any Bonus Incentives then By Miles will not any CPA Commission in respect to those Policies.

10. Reporting and Customer Referral Tracking

- 10.1. By Miles will track and report on the Referred Policies for purposes of calculating the Commission. The form, content and frequency of these reports are at our sole discretion and may vary from time to time.
- 10.2. You understand and agree that, in order to identify Referred Users and Referred Policies as being referred to By Miles the Referred User must pass through the Tracking Link or use the Promotional Code. In no event are we liable for your failure to use the right Tracking Link or Promotional Code or for system malfunctions that cause Tracking Links or Promotional Codes to be deleted, corrupted or unusable.
- 10.3. By Miles will make all reasonable efforts to track referrals however the Referrer agrees and accepts that:
- a) if cookies are blocked, removed or otherwise bypassed by the Prospective Customer then By Miles may not be able to track the referral, and
 - b) no Commission will be due in respect of referrals By Miles has not been able to track.
- 10.4. By Miles will endeavour to make Referred User data available online via the By Miles Referrer Website whereby:
- a) internet data such as impressions of, and clicks on, Linked Marketing Materials will be available within a short period of time
 - b) data regarding Referred Policies and Commissions will be available the next day.
 - c) if the above data is not available online then By Miles will email you a monthly report indicating the Commissions due to Referred Policies.

11. Sub-Referral Programme

- 11.1. If you refer new third parties to the Referral Programme, subject to the terms set out in this Agreement, you will earn a Sub-Referral Commission which will be 5% of Sub-Referral Revenue. For example, if you refer two new third parties to the Referral Programme (i.e. two Sub-Referrals) and 'Sub-Referral A' earns Sub-Referral Revenues of £1,000 and 'Sub-Referral B' earns Sub-Referral Revenues of £500, then the total Sub-

Referral Revenues will be £1,500, therefore you will earn a Sub-Referral Commission of £75, i.e. 5% of the Sub-Referral Revenues.

11.2. You hereby expressly acknowledge and agree, that you are prohibited from:

- a) registering yourself or any person or entity controlled by you as your own Sub-Referral, for the avoidance of doubt this includes family members, people living as the same address and any corporate body directly or indirectly owned or controlled by the Referrer;
- b) using or permitting fictitious or alias names for the registration of Sub-Referrals;
- c) offering any type of enticement or any monetary value to potential Sub-Referrals unless such enticements are approved in writing by us;
- d) attempting to introduce any addition or variation to our terms and conditions in relation to any potential Sub-Referral; or
- e) receiving sums which are owed to your Sub-Referral.

11.3. If you refer a Sub-Referral and the Sub-Referral refers a further third parties to the Referral Programme you will only earn Sub-Referral Commissions based on Referred Policies referred by your immediate Sub-Referral, you will not earn Sub-Referral Commissions based on Policies referred your Sub-Referral's sub-referral.

11.4. You will only earn a Commission in respect of Sub-Referral Revenues, provided the Sub-Referral joined the Referral Programme via a Sub-Referral Tracking Link which is available via the By Miles Referrer Website.

11.5. You will only receive a Sub-Referral Commission in respect of Sub-Referrals which comply with all applicable Referral Programme terms and conditions.

11.6. Sub-Referral Commissions will last for as long as:

- a) there is a valid Referral Programme agreement between the Sub-Referral and By Miles; and
- b) this Agreement has not been terminated. For the avoidance of doubt, if this Agreement ends before the Referral Programme agreement between the Sub-Referral and By Miles, then no further Sub-Referral Commissions will be paid to the Referrer in respect of Sub-Referral Revenues generated after the Termination Date.

12. Your Marketing of By Miles

12.1. During the term of this Agreement, we grant you a terminable, non-exclusive, non-transferable right to use the Marketing Materials for the sole purpose of marketing to and referring Prospective Customers to By Miles.

12.2. Subject to the terms and conditions of this Agreement, you will, at your own cost and expense, market to and refer Prospective Customers to By Miles. You agree that all marketing activities must follow the Referrer Guidelines, be professional, proper and adhere to the Applicable Laws and Regulations.

12.3. In accordance with FCA Rules, and for the avoidance of doubt, you must not recommend or otherwise advise Prospective Customers to apply for Policy. If you recommend Prospective Customers to By Miles then By Miles reserves the right to terminate this agreement immediately and no Commissions will be paid for any such referrals.

- 12.4. You may promote By Miles, subject to this Agreement, the Referrer Guidelines and Applicable Laws and Regulations, using:
- a) Marketing Materials available on the By Miles Referrer Website;
 - b) any Press Releases we send you;
 - c) comparison tables where any comparison table must contain appropriate warnings and disclaimers and be clear, fair and not misleading; and/or
 - d) articles e.g. website reviews you have written about By Miles which are clear, fair and not misleading. For the avoidance of doubt, any such content must contain an appropriately positioned disclaimers as outlined in the Referrer Guidelines.
- 12.5. We reserve the right to demand, at our sole discretion, that you post a disclaimer and/or warning adjacent to any Marketing Materials which you display anywhere. We further reserve the right to determine at our sole discretion the language of the warnings and disclaimers.
- 12.6. Under no circumstance are you allowed to use the Marketing Materials and any other Promotional Materials provided by us in a manner that may potentially confuse or mislead a Prospective Customer, Referred User or Customer.
- 12.7. Should By Miles in its reasonable opinion or the FCA deem any Marketing Materials no longer compliant then the Referrer agrees to remove the noncompliant Marketing Materials immediately upon request from By Miles.
- 12.8. Tracking Links and Marketing Materials made available to you via your Referral Programme account are for your sole use and are not to be assigned to third parties without our prior written consent.
- 12.9. By Miles reserves the right to investigate, at its own discretion, any activity that may violate this Agreement, including but not limited to in any activity prohibited by this Agreement. By Miles is not responsible for:
- a) anything related to the Referrer Platform; or
 - b) the manner in which you conduct your Services including without limitation the receipt of queries from Prospective Customers, users of the Referrer Platform or the transmission of data between the Referrer Platform and the By Miles Website.
- 12.10. By Miles will not pay you Commissions on traffic generated by unlawful, fraudulent or improper means. In the event that you violate this provision, you will forfeit all Commissions that you have earned and we reserve the right to terminate this Agreement with immediate effect, and the pursuit of all available civil or criminal remedies.
- 12.11. In the event that a person who suffered damages or losses as a result of your Services and they seek compensation from us, all expenses, which we may incur in connection with your conduct, including but not limited to legal fees, shall be deducted from the Commissions you have earned.
- 12.12. If By Miles in its reasonable opinion gives notice to you requesting that you modify or terminate Services, including an advertising campaign or change or remove certain content on your Website, you are required to promptly modify, remove or terminate such Services. Failure to promptly comply with any such request will result in your Referrer Account being Suspended.

13. Email Marketing and Text Message Marketing of By Miles

- 13.1. Except as expressly or otherwise provided for in this Agreement, you are prohibited from sending emails or text messages to promote By Miles, the By Miles Website, the Referral Programme and/or other services offered by By Miles or its partners.
- 13.2. Furthermore, you expressly acknowledge and agree that By Miles does not participate in, support or indulge Spam or Unsolicited Promotions to promote By Miles, the By Miles Website, the Referral Programme and/or other services offered by By Miles, and you agree that you will adhere to this policy.
- 13.3. In the event that you have your own legally collated "opt-in" email list then By Miles may, in certain circumstances and at its sole discretion, consider approving your sending of an "Email Campaign" to such email list to promote By Miles as per your request. Such a request and the content there of must be approved by By Miles prior to any Email Campaign being sent. Approval by By Miles will need to be obtained prior to each individual Email Campaign. All Email Campaigns will need to comply with the Applicable Laws and Regulations.
- 13.4. You may not send any other kind of communication to Prospective Customer without the prior consent of By Miles

14. Prohibited Marketing Activity

- 14.1. You acknowledge and agree that any attempted participation or violation of the marketing of By Miles through a Prohibited Marketing Activity as detailed in this Clause 14 is a material breach of this Agreement and that we may pursue any and all applicable legal and equitable remedies against you, including:
 - a) the immediate suspension of your Referrer Account;
 - b) the immediate termination of your Referrer Account without prior notice being required;
 - c) the pursuit of all available civil or criminal remedies; and/or
 - d) not paying any Commissions in relation to Referred User that were referred as a result of any Prohibited Marketing Activity.
- 14.2. You represent and warrant that you shall not, and shall not authorise or encourage any third party to, carry out any of the following Prohibited Marketing Activities:
 - a) directly or indirectly generate use of the services offered by us through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots or other automated gaming tools and/or computer-generated queries, and/or the unauthorised use of other search engine optimisation services and/or software;
 - b) make Cold Calls regarding By Miles or the By Miles Referral Programme;
 - c) place Promotional Materials within Spam or Unsolicited Promotions;
 - d) place Promotional Materials on any social network, chatrooms, forums or similar websites or networks in a way that is perceived by us, at our sole discretion, to be Spam on an Unsolicited Promotion;
 - e) make any changes to any Linked Marketing Material including, without limitation, changes to the content, appearance or functionality. You agree to use the entire Source Code provided to you in connection with the Marketing Materials. You will not modify or alter the Source Code for Widgets, Banners, or Text Links, or otherwise modify any other Marketing Materials without our prior written consent;

- f) issue or circulate any Press Release or any document with the characteristics of a Press Release with respect to By Miles or the Referral Programme, without first submitting the full content of any such document for review and having received our prior express written consent;
- g) suggest or imply in any way, shape or manner that any Bonus Incentive offered by us are exclusive to you unless we have approved such suggestion or implication in writing beforehand;
- h) edit, modify, filter, truncate or change the order of the information contained in any part of the BMP, or remove, obscure or minimise any part of the BMP in any way without authorisation from us;
- i) frame, minimise, remove or otherwise inhibit the full and complete display of any part of the BMP accessed by a Prospective Customer, Referred User or Customer;
- j) provide a version of any web page of the By Miles Website that is different from the page an end user would access by going directly to the By Miles Website;
- k) intersperse any content between the By Miles Website and the applicable landing page on the By Miles Website; or otherwise provide anything other than a direct link from the Referrer Platform to a relevant landing page on the BMP, as approved by By Miles in accordance with this Agreement;
- l) directly or indirectly access, launch, and/or activate access to the services offered by By Miles through or from, or otherwise incorporate access to the services offered by By Miles or referrals in, any software application, Website, or other means other than the Referrer Platform, and then only to the extent expressly permitted by this Agreement;
- m) redirect any Prospective Customer, Referred User or Customer away from the BMP;
- n) "Crawl", "spider", index or in any non-transitory manner store or cache information obtained from or pertaining to any Referred User or Referred Policy.
- o) use "bots" or Prohibited Software to distribute Promotional Materials.
- p) engage in any action or practice that reflects poorly on By Miles or otherwise disparages or devalues our reputation or goodwill.
- q) create a new account with the Referral Programme after By Miles has terminated this Agreement with you as a result of your breach of this Agreement; and
- r) place Promotional Material on any website, or use any media or medium, which contains materials that do not qualify for the Referral Programme, including, but not limited to, sites which:
 - 1. promote or link to sexually explicit materials, violence, or illegal activities;
 - 2. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
 - 3. promote or link to Prohibited Software;
 - 4. regardless of the age of majority in the location where you are marketing, are designed to, or linked to other sites designed to, target persons under 18 years of age;

5. manipulate keyword searches on portals and/or search engines using words or phrases that contains the Prohibited Words;
6. misrepresent themselves as By Miles by co-opting the visual "look and feel" of the BMP or otherwise violate our or our partners' Intellectual Property rights, including, without limitation, "scraping" text or images from the BMP or our Marketing Materials, search marketing or all other online and offline campaigns;
7. do not clearly make available an online privacy policy to visitors; or
8. are, at our sole discretion, otherwise considered offensive or inappropriate.

15. Referrer Suspension

15.1. If By Miles suspects the Referrer is taking part in Prohibited Marketing Activities, Fraud Traffic, using Prohibited Software or any other activity that contravenes the Agreement then By Miles reserves the right, at its sole discretion, to "**Suspend**" your Referrer Account without notice.

15.2. If your Referrer Account is Suspended:

- a) By Miles will email the Referrer within a reasonable time period to inform the Referrer their Referrer Account has been Suspended;
- b) you may lose access to your Referrer Account and/or certain features on the By Miles Referrer Website;
- c) your Referrer Account will remain Suspended for as long as it takes By Miles to carry out an investigation into the suspect activity;
- d) no Commissions will be paid;
- e) no Commissions will be generated or otherwise become due as a result of Referred Policies that occur during the Suspension; and
- f) it does not prevent either Party from terminating the Agreement in accordance with clause 28.2.

16. Accurate Referrer Account Data and Notices

16.1. You must provide true and complete information to us at all times; including but not limited to, your identity, contact information, payment instructions, nationality, residency, and nature of your marketing activities, and any other reasonable information that we may request from time to time. By Miles may require the Referrer to provide reasonable proof of identity and proof of address prior to any Commission payment being made.

16.2. The Referrer must ensure that at all times By Miles is able to communicate with the Referrer by email and phone and that the details in your Referrer Account on the By Miles Referrer Website, including trading address, phone number and email address, remain accurate.

16.3. All notices will be emailed to the email address listed in your Referrer Account on the By Miles Referrer Website.

16.4. Any notice given under this Agreement must be via email and will be deemed to be received on the same day of the email if it is sent on a Business Day or on the next succeeding Business Day, if received or deemed to be received on a non Business Day.

- 16.5. If the Referrer provides Services to By Miles on more than one website and/or mobile app, the Referrer must email By Miles the URL of each website and the details of each mobile app prior to any promotion of By Miles or using any Marketing Materials on that website(s). By Miles reserves the right to:
- a) not pay any Commissions that would otherwise be due because the Referrer has failed to tell By Miles about the website and/or mobile app on which it has provided Services to By Miles; and
 - b) refuse the Referrer permission to provide Services to By Miles on a website and/or mobile app which By Miles, at its sole discretion, deems inappropriate and By Miles will not pay any Commissions that arise from a website and/or mobile app where By Miles has refused the Referrer such permission.
- 16.6. You are solely responsible for providing and maintaining accurate payment information in your Referrer Account on the By Miles Referrer Website. By Miles will not be responsible if a Commission payment is made to an incorrect payment account, e.g. an incorrect bank account, because the payment account details in your Referrer Account on the By Miles Referrer Website are inaccurate or out-of-date or have been fraudulently changed.
- 16.7. You may not register or possess more than one Referrer Account without our prior written consent.

17. Regulations

- 17.1. You warrant and represent that you:
- a) have independently evaluated the Applicable Laws and Regulations in your local jurisdiction which apply to your activities hereunder; and
 - b) may participate in the Referral Programme without violating any Applicable Laws and Regulations.
- 17.2. Unless otherwise permitted by the FCA Rules or any other Applicable Laws and Regulations, nothing in this Agreement shall be taken to exclude or restrict our obligations under the FCA Rules or any other Applicable Laws and Regulations.
- 17.3. We shall be entitled to take any action as we consider necessary in our absolute discretion to ensure compliance with the FCA Rules or any other Applicable Laws and Regulations and such actions shall be binding on you and shall not render By Miles or any of directors, officers, employees or agents liable.
- 17.4. You agree that By Miles shall treat each Customer and Referred Policy as its own and By Miles will deal directly with all, Customers, Prospective Customers and Referred Users.
- 17.5. By Miles shall retain full ownership of all information, documents, data files, information and other materials, including, without limitation all Personal Data, pertaining to all Ex-Customers, Customers, Referred Policies and any data given to By Miles by Referred Users.
- 17.6. You hereby expressly acknowledge and agree that upon reasonable written notice by By Miles and at their request, you will co-operate with the FCA and any other relevant regulator of By Miles in relation to the matters covered by this Agreement.

18. Non-Competition

- 18.1. Both Parties acknowledge that the Agreement is not exclusive and that either Party may enter into similar arrangements with third parties (including competitors of the other Party).
- 18.2. You shall not market By Miles, the By Miles Website, Referral Programme and/or any other services offered by By Miles, to Customers or Prospective Customers on any web page on which we promote the By Miles Website, or in any other manner which results in you competing with us.
- 18.3. You understand and acknowledge that the BMP has links to third parties and that no Commission, or other compensation, will be due to you if Prospective Customers or Referred Users use those links and/or third parties.

19. Domain Ownership

Without our prior express written consent, you may not acquire (by purchase, rent or lease) directly or indirectly any domain that includes a Prohibited Word. Should you already own or control, directly or indirectly, a domain containing a Prohibited Word then By Miles reserves the right to require that you immediately transfer ownership of the domain or make such modifications to the domain as By Miles, in its sole discretion, reasonably requires.

20. Pay-per-Click

You may not bid on any keywords or keyword phrases which include a Prohibited Word in any pay-per-click search engine or other pay-per-click facility. Upon being given 10 Business Days' notice the Referrer shall add the By Miles Marks and any close spelling variations of the By Miles Marks in a format reasonably requested by By Miles to the "negative keywords" in the pay-per-click search engine or other pay-per-click facilities that the Referrer uses.

21. Site Redirects

You may not set up any site redirects from any web page or network of websites so that the page goes directly to the By Miles Website.

22. Page Optimisation

You may not optimise any page of a website for keyword or keyword phrases that include a Prohibited Word; this provision includes but is not limited to the HTML elements used to provide structured metadata about a Web page, headers and body content.

23. Off-Site Links

You may not buy or build off-site links with anchor text for Prohibited Words.

24. Social Networking

You may not create, establish or otherwise maintain any page on any other social networking site, blog, website, domain or social networking service, or use a profile name or display name which contains Prohibited Words or does or could mislead others to believe that you do or may represent By Miles or any of agents, employees or representatives.

25. Data Protection

- 25.1. You acknowledge the importance of protecting the privacy of the Prospective Customers and Customers of By Miles and you hereby expressly acknowledge, agree and undertake

not to try to access or to access any "Personal Data" acquired from or about Prospective Customers or Customers without the express prior and written consent of By Miles.

25.2. In particular, in the event that you need to collect and hold Personal Data of a Prospective Customer or a Customer of By Miles you shall:

- a) seek the prior written consent of By Miles in accordance with clause 25.1;
- b) identify the lawful grounds on which you will collect and hold the Personal Data;
- c) only use the Personal Data in a way that is fair; and
- d) provide the relevant Prospective Customers or Customers with clear, open and honest information about how the Personal Data will be held; and
- e) comply with all relevant Personal Data Protection Legislation.

25.3. You undertake to tell Prospective Customers by way of a cookie policy on your Referrer Platform about the use of the third party cookies in accordance with the Referrer Guidelines.

25.4. The Referrer shall indemnify By Miles against any Losses arising out of or in connection with any failure of the Referrer to comply with Personal Data Protection Legislation or a breach of this clause 25.

26. Customer Data

26.1. By purchasing a Policy, Customers will be subject to all of the By Miles Customer Terms and Conditions and operating procedures that govern their activity with By Miles.

26.2. All data relating to Customers and Ex-Customers will remain our sole and exclusive property and by entering into this Agreement you acquire no right to such information, except as expressly stated herein.

27. Intellectual Property

27.1. By Miles grants to the Referrer a non-exclusive licence to use the Intellectual Property specified in the Marketing Materials solely to promote business of By Miles and the Referral Programme.

27.2. Any display of our Intellectual Property must be in good taste, and in a manner that preserves its value and in accordance with reasonable standards provided by By Miles in the Referrer Guidelines.

27.3. You must not use any of our Intellectual Property in any manner that may imply that you are an agency or branch of By Miles.

27.4. You may not use any text, images, Widgets or other content on the BMP except where it has been made explicitly available to you on the By Miles Referrer Website.

27.5. You agree that By Miles shall retain full ownership rights in and to its (and the By Miles) Intellectual Property.

27.6. If you were to obtain any right, title and/or interest in or to the Intellectual Property at any time, whether or not this Agreement is in effect, you shall immediately transfer those rights back to By Miles upon the first request.

27.7. You agree not to use or register in any country any of our Intellectual Property or domain names resembling or confusingly similar or a misspelling consisting in whole or in part

of, those included in the Intellectual Property; whenever your attention is called by By Miles to any such confusion or risk of confusion, you agree to take appropriate steps immediately to remedy or avoid such confusion or risk of confusion.

- 27.8. You shall give By Miles prompt notice of any known or presumed infringements of any right, title and/or interest in or to its Intellectual Property or any unauthorised use of its Intellectual Property by others, and you shall render By Miles full cooperation for the protection of its Intellectual Property. By Miles shall retain all rights to bring all actions and proceedings in connection with infringement or unauthorised use of its Intellectual Property at its sole discretion. If By Miles decides to enforce its rights in any Intellectual Property against an infringer, all costs incurred and recoveries made shall be for the account of By Miles.
- 27.9. You shall not, directly or indirectly, at any time during the Term or after the Termination Date, do or cause to be done any act or thing disputing, attacking, impairing, diluting, or in any way tending to impair or dilute right, title and/or interest in or to any Intellectual Property or the validity of any licence granted by it.
- 27.10. The Referrer grants a non-exclusive licence to By Miles to use your name and logo in presentations, marketing materials and financial reports.

28. Amendments to the Agreement

- 28.1. By Miles reserves the right to reasonably amend, alter, delete or add to any of the provisions of the Agreement (“**Changes**”), at any time and at its sole discretion, without giving any advance or prior notice, subject to the terms and conditions set out in this Agreement, and it is your duty to consult and/or to check regularly this Agreement on the By Miles Referrer Website regarding any Changes. You hereby acknowledge and agree that by:
- a) continuing to access or use the By Miles Websites;
 - b) continuing to promote and/or provide Services to By Miles; and/or
 - c) accepting any commissions from By Miles;
 - d) you confirm your irrevocable acceptance of this Agreement (and any modifications), subject to your continued compliance with the terms and conditions of this Agreement.
- 28.2. Should By Miles make any material Changes to the Agreement then By Miles will inform the Referrer via email or via the messaging system on the By Miles Referrer Website.

29. Termination

- 29.1. In order to participate in the Referral Programme an Applicant must submit a Referral Programme Application Form, as well as any documentation reasonably required by By Miles.
- 29.2. On the basis of the Applicant’s submitting a completed Referral Programme Application Form, By Miles may, at its sole and absolute discretion, either accept or reject the Applicant to the Referral Programme.
- 29.3. The Referrer whether as an Applicant or Referrer shall be bound by the terms of this Agreement from the date they submit an application to join the Referral Programme.
- 29.4. By Miles shall be bound by the terms of this Agreement from the date they approve the Applicants application to join the Referral Programme.

- 29.5. Once the Applicants application to join the Referral Programme has been approved by By Miles this Agreement shall continue in force for a period of 12 months.
- 29.6. Either Party may terminate this Agreement without cause at any time by giving the other party 60 days written notice.
- 29.7. Either Party may terminate this Agreement immediately for cause, at any time, by giving written notice to the other Party (the "**Party in Default**") if the Party in Default:
- a) commits a material breach of this Agreement which is irremediable or, if remediable, is not remedied within 10 Business Day after written notice is given to the Party in Default by the other requiring such remedy;
 - b) ceases doing business as a going concern;
 - c) goes into administration or liquidation or becomes insolvent or is wound up or resolves to do so or a petition seeking an administration or winding-up order is issued in relation to the Party in Default (or an analogous event occurs under the law of any jurisdiction) and/or if any step is taken by any person for the dissolution of the Party in Default, or for the appointment of a receiver, administrator or judicial manager or other similar officer over any part of any Party's undertaking, business or assets unless that Party demonstrates, to the reasonable satisfaction of the Party seeking to terminate, that it will be able to defend the proceeding successfully; or
 - d) is unable to pay its debts as they fall due or takes any step with a view to rescheduling or deferral of any material part of its indebtedness, or proposes or makes an arrangement or composition with or for the benefit of its creditors.
- 29.8. By Miles may terminate this Agreement immediately for cause, at any time, if:
- a) we determine that you have knowingly participated in, or knowingly benefited from, Fraud Traffic with the intent to defraud us;
 - b) you cease, in our reasonable opinion, to be fit and proper to provide the Services to By Miles;
 - c) you no longer hold the necessary authorisation, licence or consent to enable you to perform your obligations under this Agreement;
 - d) you are prevented for any reason from carrying out your obligations of the Agreement; or
 - e) in the event of any change in the Applicable Laws and Regulations or court order or threatened court order or proceedings or threat of proceedings that materially impairs the ability of By Miles or of any Related Party of By Miles to provide the By Miles Website, the Referral Programme, any other services offered by By Miles, the licences or access described in this Agreement.
 - f) By Miles may terminate this Agreement on giving 30 days written notice:
 - 1. if there are no Linked Marketing Materials on the Referrer Platform;
 - 2. if the Referrer Platform is unavailable for any 14 day period;
 - 3. if, subject to By Miles sending a Referrer Verification warning email to the Referrer 14 days prior to any attempted Referrer Verification, By Miles cannot complete the Referrer Verification; or

4. if the Referrer becomes Inactive.

30. Consequences of Termination

30.1. The following will take effect on the Termination Date:

- a) you will cease all promotional activity of and Services to By Miles;
- b) all rights and licences given to you under this Agreement will terminate immediately, except as expressly stated herein;
- c) you will return all Confidential Information related to By Miles and cease use of any Intellectual Property, Marketing Materials and/or Promotional Material and other materials related to By Miles and/or, the Referral Programme; and
- d) By Miles may, at its sole discretion, leave open, redirect or deactivate any Tracking Links, without any obligation to pay you Commissions in respect of any new Referred Polices.

30.2. Unless you are not a Party in Default, upon termination for any reason, By Miles shall pay you any earned balance of your Commissions that is due and payable to you on the Termination Date, within approximately 60 days of the Termination Date.

30.3. In the event that your Referrer Account is closed for any reason, By Miles reserves the right to extend the closure to all your activity related to By Miles, the By Miles Website, the Referral Programme, any Policy you have with By Miles and/or any other services offered by By Miles.

31. Terminated Agreement Management Fee for Not Withdrawing Funds

31.1. Subject to any fraud based investigation, once this agreement is terminated we will email you and ask you to withdraw any positive balance on your Referrer Account.

31.2. If you have not withdrawn your funds within 60 days, we will send you a reminder email and a warning that we will charge your Referrer Account a fee of £50 if you have not withdrawn your funds within 90 days of the Termination Date.

31.3. If you have not withdrawn the funds on your Referrer Account, then, starting 90 days after the Termination Date we will charge your Referrer Account a fee of £50. We will continue to charge your Referrer Account £50 every 90 days until your balance is £0 (nil).

31.4. Payments below £100 will only paid via bank transfer.

31.5. There will be no charges on any balance of £0 (nil).

32. Warranties and Representations

32.1. In addition to other representations and warranties you will give us in this Agreement, you represent and warrant that:

- a) you are an individual or company who can form legally binding contracts under the laws applicable in your country of residence or incorporation;
- b) if you are an individual, that you are above the age of 18, or otherwise above the legal age in your country of residence;
- c) all of the information provided by you to By Miles is correct and current;

- d) you are the owner of each Referrer Platform and any content displayed thereon or contained therein and/or you are legally authorised to act on behalf of the owner the Referrer Platform for the purposes of this Agreement and the Services to be provided hereunder;
 - e) you have all necessary rights, powers, and authority to enter into this Agreement and to perform the acts required of you hereunder; and
 - f) you have complied and will continue to comply with all Applicable Laws and Regulations in your performance of any acts hereunder.
- 32.2. You further represent and warrant that the Referrer Platform and any materials displayed therein and software used to display:
- a) comply with all Applicable Laws and Regulations in your performance of any acts hereunder;
 - b) do not breach, and have not breached, any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories;
 - c) are not pornographic, hate-related or otherwise violent in content; and
 - d) are not knowingly targeted at persons under 18 years of age.

33. Liability Limitations

- 33.1. We do not warrant that our systems, networks, software or hardware (or any systems, networks, software or hardware provided to us by third parties) will be error-free or uninterrupted. We make no warranties, express or implied, with respect to the quality, merchantability, fitness for a particular purpose or suitability of our systems, networks, software or hardware (or any systems, networks, software or hardware provided to us by third parties). You agree that we (and our providers and/or underlying vendors) are not required to maintain redundant systems, networks, and software or hardware.
- 33.2. In no event shall By Miles' liability hereunder exceed the total amount of Commissions generated hereunder in the 6 months preceding the event giving rise to the claim. Even if advised of the possibility of such damages and even if the limited remedies provided herein fail of their essential purpose.
- 33.3. In no event will we be liable for any indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether any such damages were foreseeable or whether either party has been advised of the possibility of such loss).

34. Indemnities

- 34.1. The Referrer will, to the extent that a claim does not arise from the negligence or wilful default of By Miles or any of its Related Parties, indemnify and keep indemnified and hold harmless, By Miles and any of its Related Parties Related against any and all Losses suffered or incurred by them arising out of or connected with:
- a) any act or Referrer or any of its Related Parties that is in breach of this Agreement;
 - b) any breach of the warranties set out in clause 32; and

- c) any third party claim relating to the provision, supply or use of the Services to the extent that any such claim relates to any act, neglect or default of By Miles or any of its Authorised Persons.

34.2. In the event that you breach this Agreement and as a result cause damage or loss to By Miles, or causes one, or more, of the By Miles Websites (or our third party providers' websites) or servers to be interrupted from normal service, you will be held liable for damages and loss of business.

34.3. Nothing in this clause shall obviate or reduce the requirement of the Party claiming an indemnity to mitigate any Losses.

35. Bribery and Corruption

35.1. Both parties shall at all times:

- a) comply, and shall ensure that its personnel comply, with all applicable laws and regulations, and codes relating to anti-bribery and anti-corruption and related matters. Both parties acknowledge that they are aware of, and agree to comply with, the UK Bribery Act, together with this Agreement whereby the words bribery and corruption include any behaviour that would be a breach of the UK Bribery Act 2010; and
- b) immediately notify the other should it become aware of any:
 - 1. actual or suspected breach of this clause; and/or
 - 2. other actual or suspected breach of anti-bribery or corruption laws or regulations, by a third party, which is directly or indirectly relevant to this Agreement.:

35.2. Either Party may terminate this Agreement with immediate effect by written notice to the other Party, without liability, if either Party reasonably considers that the other Party has committed any breach of this clause.

36. Modern Slavery

36.1. The parties shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and

36.2. Neither Party shall engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and

36.3. For the avoidance of doubt, a breach of this clause shall constitute a material breach of this Agreement.

37. Dispute Resolution

37.1. In the event of any dispute arising out of or in relation to this Agreement, the Parties must first use their respective best endeavours to consult and negotiate with each other, in good faith and, recognising their mutual interests, attempt to reach a just and equitable settlement of the dispute satisfactory to both Parties.

- 37.2. To such end the Parties must within 15 Business Days of a dispute arising convene a meeting in London between persons nominated by each Party (the “**Appointed Persons**”) and other relevant members of management to attempt to resolve the dispute. If the disputed sum is less than £2,500 then By Miles can arrange a phone call for the Appointed Persons to negotiate the dispute instead of convening a meeting.
- 37.3. If the Appointed Persons agree upon a resolution or disposition of the dispute, they will sign a statement setting out the terms of the resolution or disposition and the Parties will ensure that the resolution or disposition is fully and promptly carried out.
- 37.4. If the Appointed Persons do not reach such a settlement within a further period of 15 Business Days, the affected party is free to proceed to seek redress in the court.
- 37.5. Nothing in this Clause 36 shall prevent either Party from applying to court for interim or injunctive relief and each party acknowledges that a breach of the provisions of this Agreement may cause the other Party irreparable injury and damage and, therefore, any such breach may be enjoined through injunctive proceedings, in addition to any other rights and remedies that may be available to either Party as per applicable law or in equity.

38. Force Majeure

- 38.1. If either Party is prevented, hindered or delayed from performing any of its obligations under this Agreement by a Force Majeure Event, that Party shall not be responsible, liable or in breach of this Agreement for any failure or delay in performing its obligations under this Agreement and/or during the continuation of the Force Majeure Event provided nothing in this clause shall excuse a delay or failure to comply with a payment obligation.
- 38.2. The Party whose performance has been delayed, prevented or hindered by a Force Majeure Event shall promptly notify the other Party in writing of the reasons for the failure or delay and the likely duration of the failure or delay.
- 38.3. If the Force Majeure Event persists for more than thirty (30) continuous days, either Party shall be entitled to terminate this Agreement with immediate effect by written notice to the other Party.

39. Severance

- 39.1. If any provision of this Agreement is or becomes to be illegal, void, invalid or unenforceable it shall be deemed under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction. The parties reasonably shall attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision.

40. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales, whose courts shall have exclusive jurisdiction.

41. General Terms

41.1. Controlling Language

The Agreement and all other agreements and/or documents executed on the basis of this Agreement shall be written and interpreted in English. In the event that this Agreement has been translated into a language other than English, it is the English version that will be prevailing and controlling in the event of any discrepancy.

41.2. Waiver

No failure or any delay by a Party to exercise any right or remedy under this Agreement or by law shall constitute a waiver, in whole or in part, of this Agreement nor shall it prevent or restrict the further exercise of that or any other right or remedy.

41.3. Remedies

The rights and remedies provided by this Agreement are cumulative and are not exclusive of any rights and remedies provided by law.

41.4. Assignment

Neither Party may assign, sub-contract, transfer, delegate, novate or in any way dispose of its rights or obligations under this Agreement without the prior written consent of the other Party.

41.5. Third Party Rights

A Party who is not a Party to this Agreement shall have no right to enforce or rely on any provision of this Agreement including under the Contracts (Rights of Third Parties) Act 1999.

41.6. No Partnership or Joint Venture

Nothing in this Agreement shall constitute, or be deemed to constitute, a joint venture or a partnership between the parties nor, except save as expressly provided herein, shall it constitute, or be deemed to constitute, any Party the agent of any other Party for any purpose.

41.7. Entire Agreement

This Agreement, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to each subject matter.

41.8. Counterparts

This Agreement may be executed in any number of counterparts, which shall together constitute one agreement. Any Party may enter into this Agreement by signing any such counterpart.

41.9. Survival

The provisions of the following Clauses of this Agreement shall survive the expiration of the term and/or the termination of this Agreement for any reason:

1. Definitions and Interpretations
18. Non-Competition
26. Customer Data
27. Intellectual Property
29. Termination
30. Consequences of Termination
31. Terminated Agreement Funds Management Fee for Not Withdrawing Funds
32. Warranties and Representations
33. Liability Limitations and Indemnities
36. Dispute Resolution
38. Force Majeure
39. Severance

- 40. Governing Law and Jurisdiction
- 41. General Terms

Schedule 1 CPA Commission

- 1. Subject to the terms set out in this Agreement the Referrer will earn a one-off CPA Commission for each Referred Policy depending upon the number of Referred Policies generated during each 12-month period commencing on the Live Date.

Referred Policies per Year	CPA Commission per Referred Policy
100+	£45
50-99	£40
0 to 49	£35

- 2. The cost of any promotion or discount given to any Referred User will be subtracted from the CPA Commission.

For example, if the Referrer earns a CPA Commission of £40 per Referred User and a Referred User is given a £10 free miles credit then the Referrer will earn a CPA Commission of £30 (£40 - £10) for that Referred Policy.