



SpartaPay: Agent Agreement and Application Form

Name of Business:

Trading Style:

Sole Trader	Partnership	Plc	Ltd	Co- Operative
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Full Address

Building Number:

Street Number:

Street Name:

Town:

City:

Region/County:

Postcode:

Country:

Telephone Number:

Fax Number:

Email address:

Web Site Address: http://www.....

Contact name:

Nature of Business:

Type of business will you be introducing?

How long has it been established?

Your bank details for payments

Name:

Address:

Sort Code:

Account Number:

(Do not fill Office use only): Introducer code..... This agreement is made on the (dd/mm/yyyy) between the following organizations

Parties:

SpartaPay t/a Sparta Technologies Ltd (The Company, whose registered number is 04440137) whose office is Arch 29, PO Box 88, Sackville Street, Manchester M60 1QD, UK.

AND

(Name).....registered number
..... whose office or trading address

.....
.....
.....

TERMS & CONDITIONS

This agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Sparta Technologies Ltd joint Agent Programme (the "Programme"). As used in this Agreement, "we" means Sparta Technologies Ltd and "you" means the applicant. "Site" means a World Wide Web site and, depending on the context, refers either to Sparta Technologies site located at the URL www.spartapay.co.uk, or to the site that you will link to our site (and which you will identify in your Programme application).

The aim of the programme is for you, the Agent (individual or company) to introduce business to Sparta tech's trading platform(s) called Risk-Free Payments. In return Sparta provides certain payments listed below and rewards outlined separately and notified to Agents from time to time at Sparta's sole discretion.

1. JOINING THE PROGRAMME

We will evaluate your membership to the Programme in good faith and will notify you of your acceptance or rejection. We may reject your membership if we determine (at our sole discretion) that your site is unsuitable for the Programme. Unsuitable sites and introductions include any material prohibited by law; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; promote illegal activities violate intellectual property rights or violate any law or regulation or contain any libellous, defamatory or disparaging materials. If we reject your application, you are welcome to reapply to the Programme at any time once the offending concerns have been addressed

2. LISTING SERVICES ON YOUR SITE

You will link directly into the Spartapay.co.uk website or you will select one or more of our sections to list on your site. For each selected area, you will display on your site a short description, review, or other reference. You will be responsible for the content, style, and placement of these references. You may not alter service images, descriptions and pricing. We provide access to a toolkit with an HTML generator. You must use the generator to create your links in order to meet the criteria in the operating agreement. If you would like to use links not created by the generator, or you would like to modify the links generated by the generator, you need prior written permission from SpartaPay. The generator will also provide additional linking methods, such as banners and buttons. You may not alter banners, logos, or other content available through the link generator without written permission from SpartaPay. You may add or delete SERVICES (and related links) from your site at any time without our approval. New standards will be posted in the Operating Agreement. It is your responsibility as a member to ensure that all changes to the Operating Agreement are adhered to.

3. REFERRAL FEES

Subject to the terms and conditions of this Agreement, we will pay you a referral fee based on the signing-up of third parties and on going transactions that they actually do.

4. FEE SCHEDULE

You will earn referral fees based on attach documents according to fee schedules to be established by us. Current schedule set out below in clause 17 of this agreement. The fee schedule is subject to change by us at any time without notice.

5. FEE PAYMENT

Subject to the terms and conditions of this Agreement, we will pay you referral fees on a monthly basis. We will send you a cheque, or pay directly via BACS, for the referral fees earned on sign up by new members to Sparta tech's Trusted Transaction service less any taxes that we are required by law to withhold. However, if the commissions payable to you for any month are less than £40, we will rollover those commissions until the total amount due is at least £40 or (if earlier) until this Agreement is terminated.

6. POLICIES AND PRICING

Merchants who sign up through this programme will be deemed to be clients of SpartaPay. Accordingly, all SpartaPay rules, policies, and operating procedures concerning customer orders, customer service, marketing, promotions, and service sales will apply to those clients. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for services under this Programme in accordance with our own pricing policies. Service prices may vary from time to time. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular service.

7. IDENTIFYING YOURSELF AS A MEMBER OF THE PROGRAMME

We will make available to you a small graphic image that identifies your site if you so wish, as a Programme member. We encourage you to prominently display this logo or the phrase "in association with Sparta Technologies" somewhere on your site. We may modify the text or graphical image of this notice from time to time. In addition, we encourage (but do not require) you to include a link to the Sparta Technologies home page at www.spartapay.co.uk.

8. LIMITED LICENSE

We grant you a non-exclusive, non-transferable, non-sub-licensable, revocable right to use the icon and message described in Section 7 and such other images for which we grant express permission, solely for the purpose of identifying your site as a Programme member. You may not modify any of our images, our trade names and trademarks, and all other intellectual property rights. We may revoke your rights at any time by giving you written notice.

9. OTHER MATTERS

The information provided by SpartaPay to members may be proprietary in nature. Members acknowledge that they are not competitors of SpartaPay, and agree not to share this information with any of our competitors. Anyone found in deliberate violation of these terms and conditions is subject to being banned from the Sparta Technologies Agent Programme by SpartaPay.

10. TERMS OF THE AGREEMENTS

The terms of this Agreement will begin upon our acceptance of your Programme membership and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. You are only eligible to earn referral fees on sales occurring during the term, and fees earned to the date of termination will remain payable only if the related service orders are not cancelled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

11. MODIFICATION

We may modify any of the terms and conditions contained in this Agreement, at any time and at our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures, and Programme rules. Your continued participation now, or within thirty days (30) following the posting notice of any changes in these terms and conditions, will constitute a binding acceptance by you of such rules, changes or modifications. **IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAMME FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.**

12. RELATIONSHIP OF PARTIES

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Agreement.

13. LIMITATION OF LIABILITY

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

14. DISCLAIMERS

We make no express or implied warranties or representations with respect to the Programme or any services sold through the Programme (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. Further, you will indemnify and hold us harmless from all claims, damages and expenses (including, without limitation, legal fees) relating to any warranties or representations made by you with respect to the Programme or any services sold through the programme or Sparta Technologies. Further, you will indemnify and hold us harmless from all claims, damages and expenses (including without limitation, legal fees) relating to any warranties or representations made by you with respect to the Programme or any services sold through the programme or Sparta Technologies. This obligation will survive any termination of this Agreement.

15. INDEPENDENT INVESTIGATION

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You understand that we may at any time (Directly or Indirectly) solicit customer referrals on terms that may differ from those contained in this agreement or operate websites that are similar to or compete with your website. You have independently evaluated the desirability of participating within the Programme and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

16. LEGAL

English law will govern this agreement, without reference to rules governing choice of laws; you irrevocably consent to the jurisdiction of such courts. Our failure to enforce your strict performance of any of the provisions of this agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this agreement. By agreeing to the above by signing or electronically confirming via email your acceptance and subsequently accepting payments by us you agree to all the above terms and provisions.

17. REFERRAL FEES - SCHEDULE 1

- A fee of 1p per completed transaction will be paid to the merchant.
- Bonus of £1,000 on your introduced users reaching milestone of £500,000 worth of transactions.



By signing this Agreement or by electronically transmitting your acceptance to us, and subsequently accepting payment from us, you agree to the terms and conditions of this Agreement.

Signed:

Signature.....Dated:.....

Full Name.....

Signed for SpartaPay t/a Technologies Ltd

Signature.....Dated:.....

Full Name.....