

These terms and conditions explain how our affiliate / partner programme works and the rules that apply. If you have any questions about anything in these terms, then please do not hesitate to get in touch with us.

In these Terms, the following words have the meanings attributed to them:

“Cash in Your Gadgets” and/or “CIYG” means Stock Sourcing Wholesale Ltd, trading as Cash In Your Gadgets, with registered office at Unit 11 Goulds Farm, Shalford Road, Rayne, Essex, CM77 6DF. In these terms the words “we”; “us” and “our” may also be used and refer to us, Cash In Your Gadgets.

“Affiliate”; “you”; “your” means you, as a Cash In Your Gadgets affiliate or partner.

“Affiliate Account” means the account you set up when you register as an Affiliate.

“Affiliate Programme” means our programme for promotion of our brand by individuals who register with us as Affiliates.

“Confidential Information” means all documents, information and materials and any other proprietary information which we provide to you, and which ought reasonably to be considered as confidential information.

“Intellectual Property Rights” means all intellectual property rights (including without limitation patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how) whether or not registered or registrable and also includes applications for registration of any of these rights, and all rights and forms of protection of a similar nature or having equivalent or similar effect anywhere in the world.

“Terms” means these Affiliate Terms and Conditions.

“Website” means our website found at www.cashinyourgadgets.co.uk.

“De-duplication” means disregard partner sales where they have come through multiple advertising streams.

Setting Up an Affiliate Account and Earning Commission

To set up an Affiliate Account please fill in the online sign-up form on our Website. We will then provide you with a unique link to post on your website and social media platforms and to pass on to others. Each ‘click’ on this link will be registered on your Affiliate Account using a cookie which is set on the user’s computer, and for each sale made through that link you will earn commission at the rate set out on our Website.

We pay commission on the final purchase price, this figure may be higher or lower than the original offer price.

Cookie Length – 60 days

Payments

We pay our Affiliates using bank transfer. Please ensure that the bank account details are correct. If the address is incorrect then payments will not reach you, it is your responsibility to advise us of any changes to your bank account details.

Affiliate payments are issued on the 21st of each month.

All Affiliate payments are paid gross. It is your responsibility to declare and pay any tax or insurance due on these payments and you indemnify Cash In Your Gadgets against any claims, losses, damages or any other liabilities which arise as a result of you not declaring and paying those sums.

De-duplication

CIYG will de-duplicate transactions if the customer's final click/action was made on CIYG's Generic PPC campaign ads, e.g. Google paid ads for such terms such as "How do I sell my laptop".

CIYG will not de-duplicate partner sales if the customer's final click was made on CIYG's brand PPC keyword ads, e.g. Google paid ads relating to our brand name or brand awareness campaigns.

Relationship Between Affiliates and Cash in Your Gadgets

Neither you nor we are the agent or partner of the other. You agree that you will not at any time promote yourself as an agent or employee of Cash in Your Gadgets.

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

Your Obligations as a Cash In Your Gadgets Affiliate

You agree that you will:

(a) follow our reasonable instructions and requests in relation to your relationship with us as our Affiliate;

(b) always promote Cash In Your Gadgets and our service in the best light and as we would choose to do so ourselves, and not make or publish any statement which is disparaging or negative;

(c) notify us of all enquiries about Cash In Your Gadgets or our service promptly;

(d) bear all costs and expenses incurred in connection with your activities as a Cash In Your Gadgets Affiliate.

You also agree that you will not:

(a) register any domain name, email address or company name that is identical or similar to the registered trademarks 'Cash in Your Gadgets' or 'CIYG' or a translation of these trade marks into any other language;

(b) create, or direct or permit anyone else to create, a website for the sole purpose of advertising or promoting the Cash in Your Gadgets® or CIYG®;

(c) create or maintain, or direct or permit anyone else to create or maintain, any website or social media account or page using 'Cash in Your Gadgets' or 'CIYG' or any translation of these trade marks, and which site, account or page could reasonably be considered by anyone visiting it to be owned or maintained by us;

(d) promote your Affiliate link using SPAM/unsolicited emails;

(e) promote your Affiliate link in a way that may cause offence to others, including competitors;

(f) make statements about Cash in Your Gadgets/CIYG products or Cash In Your Gadgets Ltd that are not true. Up-to-date information about our products can be found at www.cashinyourgadgets.co.uk, or by emailing us at info@cashinyourgadgets.co.uk.

(g) create a Pay per click campaign targeting Cash in Your Gadget's brand name or generic category keywords

Termination and Closure of Inactive Accounts

We do not place any obligation on our Affiliates to meet quotas or guarantee sales. However, if any Affiliate Account is inactive (there is no published partnership link on your website) for a period of one (1) year then we will close that account, meaning any clicks using the unique link associated with that account will no longer be registered to that account and no commission will be payable in respect of any sales coming through that link.

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

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

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

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

The rights to terminate set out above do not prejudice any other right or remedy available to you or us.

If your membership of our Affiliate Programme is terminated for any reason, excluding you being in breach of these terms, you will be entitled to receive any unpaid commission registered on your Affiliate Account, unless payment is excluded for any reason set out in the above paragraphs. You will not be entitled to, or have any claim against Cash In Your Gadgets for, compensation of any sort.

Unless these Terms state otherwise, on termination of your Affiliate Account neither you nor we will have any further obligation to the other under these Terms.

Privacy and Data Protection

Please click [here](#) to view our Privacy and Cookies policy, which explains how we process any personal data you provide to us and how our Website uses cookies.

Confidentiality

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

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

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

Intellectual Property Rights

All rights, including Intellectual Property Rights, in and to Cash in Your Gadgets, the products sold on our Website, the content in our Website and all other information and materials which relate to Cash In Your Gadgets and our products are owned by Cash in Your Gadgets.

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

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

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

Indemnification

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

Limitation of Liabilities

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

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

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

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

Notices

If you wish to give us notice in accordance with any of these Terms, please do so by delivering the notice to us in person, or by sending it by registered post to Vantage Point, New England Road, Brighton BN1 4GW, or by email to affiliates@Cash in Your Gadgets.co.uk. Any notices from us to you will be sent to the contact email address you have provided in your Affiliate Account details. Notices will be considered to have been given at the time of actual delivery in person, or three (3) business days after posting or one (1) business day after transmission by email.

Changes to These Terms

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

General

These Terms constitute the entire agreement between you and us with respect to the Cash In Your Gadgets Affiliate Programme, and supersede all other communications between us in relation to your involvement in our Affiliate Programme.

Neither you or we will incur any liability to the other for any loss or damage resulting from a delay or failure to perform any of these Terms (or any part of them) if the delay or failure is caused (whether in whole or in part) by events, occurrences, or causes beyond the control of that party, including without limitation acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions.

These Terms are personal to you as our Affiliate and you may not assign or otherwise transfer any of your rights or obligations to anyone else. These Terms do not create, and shall not be construed as creating, any rights under the Contracts (Rights of Third Parties) Act 1999 enforceable by any third party.

If we agree to waive any of, or any part of, these Terms then that waiver must be in writing to be effective. Any waiver by us of any of, or any part of, these Terms will not be considered a waiver of any subsequent breach of the same or any other provision of these Terms and failure, neglect or delay by you or us to enforce these Terms (or any of them) or any rights or remedies at any time will not be deemed to be a waiver of the rights under these Terms.

These Terms are governed by, and shall be construed in accordance with, the laws of England and Wales, whose courts shall have exclusive jurisdiction.

Thank you for being a Cash in Your Gadgets/CIYG Affiliate!