

About Dolphin Music

Dolphin Music is one of the largest and fastest-growing pro-audio retailers in the UK. With over 270 manufacturers and thousands of products in stock and available for next day delivery, our customers really are spoilt for choice. We offer a generous commission scheme with up to 6% commission on all sales.

Dolphin Music have always aimed at musicians, whether you're a novice, beginner or pro, our experienced team understand your needs and aim to offer an effective and value-for-money service to help you find the solution you need at a competitive price. Some of the many advantages our customers benefit from include:

- **Competitive Prices** – our products are amongst the most competitive prices in the UK market
- **Promotions** – regular offers, discounts, voucher codes, B-Stock specials and free delivery sale offers
- **Fast, Flexible and Reliable Delivery** – next day delivery available on many products ordered before 3pm and choose a time to suit

Please read section 7. Promotional Restrictions of the Dolphin Music Affiliate Program Terms and Conditions to ensure you are adhering to all our branding and product promotion guidelines.

Contact

If at anytime you have any questions regarding the affiliate program please contact Kerry Meehan on the following details:

70-72 Evans Road
Venture Point West
Speke Boulevard
Merseyside
L24 9PB

E: kerry.meehan@dolphinmusic.co.uk
T: 0151 448 2098

1. Overview

This agreement contains the complete terms and conditions that apply to you becoming an affiliate in www.dolphinmusic.co.uk's Affiliate Program. Throughout this agreement, "we," "us," and "our" refer to Dolphin Music/www.dolphinmusic.co.uk, and "you," "your," and "yours" refer to the affiliate.

2. Affiliate Obligations

2.1 The agreement is valid as soon as Dolphin Music approves your application. Dolphin Music reserves the right to re-evaluate your application at a later time and may reject your application at our sole discretion. We may cancel your application if we determine that your site is unsuitable for our program or is violating our terms and conditions.

2.2 As a member of Dolphin Music's Affiliate Program, you will have access to our program's details and previously-published affiliate newsletters, download HTML

code (that provides for links to web pages within Dolphin Music's website) and banner creative's, browse and get tracking codes for our Voucher Code, Coupons and deals. In order for us to accurately keep track of all guest visits from your site to ours, you must use the HTML code that we provide for each banner, text link, or other affiliate link we may provide you with. Affiliates must list all websites that they may link to Dolphin Music from in their contact in order for tracking.

2.3 Dolphin Music reserves the right, at any time, to review your placement and approve the use of your links and require that you change the placement or use to comply with the guidelines provided to you.

2.4 The maintenance and updating of your site will be your responsibility. We may monitor your site, as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance.

2.5 It is entirely the affiliates responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

3. Dolphin Music Obligations

3.1 Dolphin Music has the right to monitor your site at any time to determine if you are following the terms of conditions of this agreement. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our website our appropriate and to notify you of any other changes we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the Dolphin Music affiliate program.

3.2 Dolphin Music reserves the right to terminate this agreement and your participation in the Dolphin Music affiliate program immediately and without notice should you violate our terms and conditions or abuse the Dolphin Music affiliate program in any way. If any fraud or abuse is detected, Dolphin Music shall not be liable to you for any commissions for such fraudulent sales.

4. Termination

Either you or we may end this agreement at any time, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

5. Modification

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and Dolphin Music's Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in Dolphin Music's Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

6. Payment

Dolphin Music manually track each payment and commission and will approve and decline within our 30-day payment period. We may contact with you with regards to any queries we may have about certain transactions and have the right to decline where we deem necessary and if you have violated any terms in this agreement.

7. Promotion Restrictions

7.1 You may use mailings to customers to promote Dolphin Music so long as the recipient is already a customer or subscriber of your services or website, and recipients have the option to remove themselves from future mailings. At all times, you must clearly represent yourself and your websites as independent from Dolphin Music. If it comes to our attention that you are spamming or using spyware/parasitic software to promote Dolphin Music, we will consider that cause for immediate termination of this Agreement and your participation in the Dolphin Music Affiliate Program. If your account is terminated due to such unacceptable advertising or solicitation, any pending balances owed to you will not be paid.

7.2 Affiliates must not bid in their Pay-Per-Click campaigns on keywords such as dolphinmusic.co.uk, Dolphin Music, www.dolphinmusic, www.dolphinmusic.co.uk, www.dolphinmusic.com, and/or any other misspellings or similar alterations of these – be it separately or in combination with other keywords – and do not direct the traffic from such campaigns to their own website prior to re-directing it to ours, will be considered trademark violators, and will be banned from the Dolphin Music Affiliate Program.

7.3 Affiliates shall not transmit any so-called “interstitials,” “Parasiteware,” “Parasitic Marketing,” “Shopping Assistance Application,” “Toolbar Installations and/or Add-ons,” “Shopping Wallets” or “deceptive pop-ups and/or pop-unders” to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited Dolphin Music’s site (i.e., no page from our site or any Dolphin Music’s content or branding is visible on the end-user’s screen).

7.4 Affiliates are not to promote the following brands and their branded products through any form of Affiliate Marketing. This is including but not limited to PPC, Voucher Codes, Cashback/Loyalty, Email Marketing, True Content, Creative Banners:

- Fender
- Squire
- Gretsch
- Jackson

Result in promoting the above brands and their branded products may mean immediate termination in the Dolphin Music Affiliate Program. If your account is terminated due to such unacceptable advertising or solicitation, any pending balances owed to you will not be paid.

7.5 Affiliates are only to promote the following brands through PPC on the Dolphin Music Affiliate Program:

- Takamine
- Taylor
- Marshall

Result in promoting the above brands and their branded products through other promotional methods other than PPC may mean immediate termination in the Dolphin Music Affiliate Program. If your account is terminated due to such

unacceptable advertising or solicitation, any pending balances owed to you will not be paid.

7.8 Linking to the Dolphin Music homepage (www.dolphinmusic.co.uk) is forbidden and Affiliates in the Dolphin Music Affiliate Program must link only to links provided by Dolphin Music in creative banner, text link, product link or page link. Affiliates are allowed to link to category pages (such as guitars, drums and pianos) and brand pages (such as Electro-Harmonix, Korg and Roland) EXCEPT for the restricted brands listed in section 7.4 and 7.5 of this agreement. If you are discovered to be linking to the Dolphin Music generic home page you may be temporarily suspended or terminated from the Dolphin Music Affiliate Program.

7.9 You may not use behaviour that promotes users to click through to a Dolphin Music page through invalid voucher codes. All voucher code links on your affiliate site must be removed by the date that Dolphin Music provides you for the termination of the voucher code offer.

8. Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

9. Miscellaneous

9.1 You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Dolphin Music. 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 any other of Your Site or otherwise, that would contradict anything in this Section.

9.2 You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

9.3 This Agreement represents the entire agreement between us and you, and shall replace all prior agreements and communications of the parties, oral or written.

9.4 The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.