

Hatch Technologies Affiliate / Referral Program

Please complete the following form and fax it back to **00971 6 5220625**

APPLICATION FORM

Contact Name:

Business Name:

Address:

City:

Country:

Telephone (with area code):

Fax (with area code):

Mobile:

Email:

Website:

Type of Business:

Number of Employees:

Authorized Signature:

Company Stamp:

Date:

Hatch Technologies
(a Bchem International Group Company)
P.O.Box , Dubai, United Arab Emirates
Tel: + 971 4 3116734 Fax: + 971 4 3311765
sales@hatchhosting.com www.hatchhosting.com

For Official Use Only:
Affiliate/Discount ID:

Hatch Technologies Affiliate / Referral Program

TERMS & CONDITIONS

Affiliate agrees to abide to the following terms and conditions of Hatch Technologies:

1. Affiliate applies and obtains Affiliate/Discount ID from us .
2. Affiliate refers end user to us and provides Discount ID to the end user.
3. End user purchases hosting plan from us and enters the Discount ID obtained from Affiliate to obtain a special discounted price from us. Plan purchased must be for one year.
4. After successful sale to the end user, Affiliate earns one-time commission from us.
5. Commission is deemed available for payout to Affiliate after 30 days. If end user cancels the account before 30 days, commission will not be credited to Affiliate.
6. Available commission will be paid out every time the Affiliate's balance reaches AED 450 if payout is by cheque or AED 1000 if payout is via wire transfer. After payout, the balance is reset to zero.
7. If Affiliate chooses payment via cheque, no charge will apply. For wire transfers, an AED 60 charge will apply.
8. We reserve the right to alter commission % and terms .
9. Affiliate can also refer us to the end user directly and upon successful sale from the end user, Affiliate will be credited their commission.
10. Affiliate will be emailed statement of accounts on a regular basis or upon request.
11. 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 our Affiliate Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and our Affiliate Program will not exceed the total referral fees paid or payable to you under this Agreement.
10. Affiliate and Hatch Technologies 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 website or otherwise, that reasonably would contradict anything in this Section.
11. We make no express or implied warranties or representations with respect to our Affiliate Program or any products sold through our Reseller Program (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.
12. You hereby agree to indemnify, defend and hold harmless Hatch Technologies, its members, managers, shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, liabilities, damages or expenses (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by us (collectively the "Losses"), in so far as such Losses (or actions in respect thereof) arise out of, are related to, or are based on (i) any claim or threatened claim that our use of the Affiliate Program Trademarks infringes on the rights of any third party; (ii) the breach of any representation or warranty made by you herein; or (iii) or any claim related to your site.
13. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
14. We reserve the right to alter pricing and terms .

The commission for our Affiliate Affiliates is 25% of the annual hosting cost as displayed on our website at www.hatchhosting.com

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Last Revised 01/01/05

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