



## MNU AFFILIATE | TERMS & CONDITIONS

We want to ensure that you are clear about the *Terms and Conditions* of becoming an Affiliate, so please take a moment to read the details presented below. This copy of the terms and conditions has been made available to you upon signing up to the affiliate programme. It is also permanently available and downloadable [HERE](#):

### **Definitions**

In these Terms, when the following words with capital letters are used, this is what they will mean:

**Terms:** the terms and conditions set out in this document;

**Program:** describes the MNU Affiliate programme;

**We/Our/Us:** means MNU Ltd Company number 10285970 whose registered office is 38 Jubilee Drive, Loughborough, Leicestershire, England, LE11 5XS with VAT registration number 257726670;

**You/Your:** means the Customer;

We reserve the right to change these Terms and Conditions at any time. The amended Terms will be displayed online and available for download. You will also be notified of any changes by email.

### **Referral Particulars**

1. By signing up to be an MNU affiliate You agree to be bound by the following Terms. Please ensure that You read them carefully before signing up.
2. We reserve the right to update and change the Terms from time to time without notice. Any amendments, modifications, enhancements or changes to the Program shall be subject to these Terms. Continued use of the Program after any such changes shall constitute Your consent to such changes.
3. Only MNU Students or Graduates are eligible for an Affiliate account, unless given direct consent by Us.



4. Any violation of these Terms may result in, among other things, termination or suspension of Your rights to be an Affiliate and forfeiture of any outstanding affiliate referral fee payments earned during the violation.
5. You must provide Your full name, email address, and any other information requested in order to complete the sign-up process for an Affiliate account
6. Once You have signed up for the Program You will be able to create a unique URL link that must be used to identify Your referrals to MNU. It is Your responsibility to ensure each such link is correctly formatted.
7. We may also provide creative images that can be used with Your referral links to promote MNU. You may not modify these images in any way. We reserve the right to change the images at any time without notice.
8. To be eligible to earn a referral fee, the customer must click-through Your link and sign up within 60 days of the initial click-through. If they fail to sign up within those 60 days and later return without following Your link, You will not earn a referral fee.
9. We will only pay referral fees on links that are automatically tracked and reported by our system. For our system to track the referral, the visitor must have cookies enabled. We are unable to pay referral fees if someone says they signed up through Your link but it was not tracked by our system.
10. A summary of sign ups and visits to Your referral links are available to the Affiliate by logging into Your Affiliate account.
11. The affiliate link cannot be used in conjunction with any other discount or offer for MNU (excluding the affiliate discount incentive offer)
12. You must only use the accepted terminology provided below:
  - a. *MNU is my/our preferred nutrition education provider*
  - b. *My/Our recommended nutrition course*
  - c. *Studying with...*
  - d. *I am/We are an affiliate of MNU/www.Mac-NutritionUni.com*
13. You cannot use any of the following terminology or wording to a similar effect, unless formally agreed:
  - a. *Working in partnership with...*
  - b. *In conjunction with....*

- c. *In association with....*
- d. *Affiliated with...*

## Affiliate Commission and Payments

14. For each successful referral to MNU Full Online or Full with Honours You will earn £150.
15. The referral fee structure is subject to change at our discretion.
16. Accrued referral fees are paid via PayPal pay-outs, ~four months after enrolments open.
17. You must sign up with an email linked to a PayPal account, Your commission will be sent via PayPal to the email used to create Your account and we hold no responsibility for you receiving Your commission if You do not hold an account with the email used. We do not offer payment via cheque, credit card, cash or other method.
18. Customer refunds or payments charged-back due to credit card fraud do not qualify for referral fees. We may delay crediting of referral fees subject to risk analysis considerations and Anti-Money Laundering procedures.
19. We reserve the right to check and change commissions on the basis of successful instalments from Your referrals.
  - a. In the event of a referral cancelling Your course. You will only receive the commission equivalent to the course fees paid (for example if Your referral cancels after 3 months of the course, You will only be eligible for £37.50 commission ( $£150 \div 12 = £12.5 \times 3 = £37.50$ ))
20. We reserve the right to disqualify referral fees earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods.
21. All fees are exclusive of all taxes, charges, levies, assessments, and other fees of any kind imposed on Your involvement in this Agreement and shall be the responsibility of, and payable by You.

## Relationship of Parties

22. 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.

## Limitation of Liability

23. The Company and any of the Company's officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to You or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Program.

## Trademarks and Trade Names

24. All trademarks, service marks, trade names, logos, and graphics ("Marks") used in Our site are registered or common law trademarks of MNU Ltd and/or Martin MacDonald. You may not make any use of any Marks without the prior written consent of MNU Ltd. You indemnify MNU Ltd against all liabilities, costs, expenses, 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 (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred



by MNU Ltd arising out of or in connection with any authorised use by You of the Marks.

## Code of Conduct

The Code of Conduct sets out the standards of conduct expected of You. It holds individuals and groups responsible for the consequences of their actions. Failure to fulfil these responsibilities may result in the withdrawal of privileges, titles, and course enrolment.

25. Behaviour not in line with the expectations of MNU Ltd and the values of Wisdom, Confidence and Integrity (as more fully described on our Mac-Nutrition Uni website) are subject to breaching our code of conduct. This includes activity in person, online or reported to Us by a third party.
26. Any individual with an association with a Multi-Level Marketing (MLM) company, (including but not limited to, HerbaLife, Isagenix, Nutrifil, Amway, Juice Plus+, Forever Living) may have their affiliate account revoked.
27. Inappropriate conduct under the code includes but is not limited to:
  - Bullying, harassment, intimidation, threats to an individual or group, aggressive behaviour, unwelcome sexual behaviour, stealing, breaking copyright, disrupting business activities, using, accessing, or providing MNU Ltd services without authorisation, supplying false information, encouraging, or conspiring for prohibited conduct and making false accusations or defamatory remarks against any MNU Ltd staff member or the business.

## Complaints Policy

28. In the rare event that it is necessary to log a complaint, please direct these immediately, in writing, to [MNU@Mac-Nutrition.com](mailto:MNU@Mac-Nutrition.com) and a member of MNU Ltd staff will respond within 5 working days.
29. Should any complaint be made in public or not following the official policy above, this may be deemed to be in contravention of Our Code of Conduct.

## General Terms

30. In some limited circumstances, We may need to suspend access (in full or in part) to fix technical problems or to make necessary minor technical changes.
31. If We need to suspend availability, We will inform You in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons, in which case We will inform You as soon as reasonably possible after suspension).
32. Nothing in these Terms seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
33. Nothing in these Terms of Sale seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.
34. We will only use Your personal data as set out in Our Privacy Policy which can be found at the following link: <https://www.Mac-NutritionUni.com/privacy-policy>.
35. We may transfer (assign) Our obligations and rights under these Terms to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
36. You may not transfer (assign) Your obligations and/or rights under these Terms.
37. These Terms are a contract between You and Us. No other person shall have any rights to enforce any of these Terms.
38. If a court or other authority finds that any part(s) of these Terms are unlawful, the remaining parts will remain in full force and effect.



39. These Terms, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England & Wales.
40. Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, or the relationship between You and Us (whether contractual or otherwise) shall be governed as follows:
- a. If You are a consumer, shall be subject to the exclusive jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency; and
  - b. If You are a business, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**MNU Ltd, 38 Jubilee Drive, Loughborough, Leicestershire, LE11 5XS**  
**Email: [MNU@Mac-Nutrition.com](mailto:MNU@Mac-Nutrition.com)**  
**Telephone: 01509 215 211**

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