

## **AFFILIATE TERMS OF USE**

The domain **vcommission.com** (hereinafter referred to as "Domain/ Website") is owned by **vCommission Media Private Limited** ("VC / vCommission").

**These terms of usage constitute a binding contract between you and VC. This document is an electronic record in terms of : Information Technology Act, 2000, rules made there under and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.**

Your usage of the domain <https://www.vcommission.com/affiliates/signup> is subject to your unconditional acceptance of these terms in totality.

### 1. DEFINITIONS & INTERPRETATION

In these terms, to the extent not inconsistent with the context thereof, the expressions hereunder shall have the meanings assigned to them herein below:

- 1.1 **"Applicable Law"** shall mean the Laws of India and include any law, rule, regulation, ordinance, order, judgment, notification, decree, bye-law, governmental approval, directive, guideline, requirement or other governmental restriction as may become applicable from time to time.
- 1.2 **"Services"** shall mean the services to be provided by you and as mentioned in Annexure I.
- 1.3 **"Intellectual Property"** shall mean and include VC's ideas, concepts, creations, discoveries, domain names, inventions, improvements, know how, trade or business secrets; patents, copyright (including all copyright in any designs and any moral rights), trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, Confidential Information, and other proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments.

1.4 **“Intellectual Property Rights”** mean and include in the context of VC (i) all rights, title and interest under any Applicable Law or common law including in any Intellectual Property; (ii) any licenses, permissions and grants in any of the foregoing; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; and (iv) all extensions and renewals thereto.

1.5 **“Person”** shall mean any natural person, or any other entity that may be treated as a person under Applicable Law.

## 2. **DESCRIPTION OF SERVICES:**

Subject to the approval of your Account, the services which you shall provide from time to time have been described in Annexure I.

## 3. **ABSOLUTE DISCRETION OF VC**

The continued usage of VC’s domain / website / portal depends on the absolute discretion of VC. VC reserves the right to prohibit you from using its portal at any point of time without giving any notice whatsoever. Any data that you furnish or upload while using the website (including your personal data) or otherwise provide to VC (as a consequence of the formation of the Business Relationship between you and VC) can be used by VC in any manner in which it deems fit and reasonable. You will have no objection to any such usage.

## 4. **PAYMENT**

4.1 The commission generated from the qualified sale to the referred customer of VC shall be treated as a commission payment. Payment term would be 60 days from the date of undisputed invoice received by VC.

4.2 Invoice should be presented to VC on or before 15 days of end of campaign. No payments will be made against late invoices.

4.3 vCommission's reporting numbers will be used for processing all payments.

4.4 In case of any shortfall in delivery or campaign being stopped before the last date, due to any reason whatsoever, pro rata payments will be made for the delivered and accepted leads by the client of vCommission.

4.5 Payment shall be made after deducting applicable taxes.

## 5. **CAMPAIGN**

5.1 The organized programme of advertising and promotional activity will be set out in the Campaign Schedule which shall be duly intimated to you over the email id provided by you in your documentation. The programme may consist of one or more items, whether

an Advertisement or promotional activity or other activity or item as may be instructed by VC.

5.2 Campaign Pause Notice -Any campaign may be paused or stopped/cancelled (as the case may be) by VC (in its absolute discretion) for a defined period or indefinitely.

**6. NO EXCLUSIVITY:**

6.1 Your association with VC is on a non-exclusive basis.

**7. REPRESENTATION AND WARRANTIES:**

You represent and warrant that (a) you validly exist under the Laws, and have the power / authority to carry on business in India, and provide the Services stated in these terms; (b) Your performance of the terms of this agreement does not contravene the provisions of any applicable law or regulation or agreement or document to which it may be or may have been a party; (iii) you shall not, in rendering of its obligations under these terms, utilize any development, innovation, improvement or trade secret in which you do not have proprietary interest, or other necessary rights for such utilization. (iv) You or any of your director, officer, partner, employee involved in the provision of services hereunder, have not been convicted of or pleaded guilty to a criminal offence, including one involving fraud, corruption, or moral turpitude, or is subject to any government/ legal investigation for such offences. (v) You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website. (viii) You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by us.

**8. Creative / Advertising Material**

8.1 Creative / Advertising Material shall be provided by VC to you.

8.2 Upon providing Creative / Advertising Material to you, VC hereby grants you a non-exclusive, non-transferable license to use the provided Creative / Advertising Material and all elements thereof in the form provided by VC solely for the purposes contemplated hereunder.

## **9. DELIVERY**

9.1 The number of individual Ad Units, impressions, click-throughs, and/or Conversions delivered by you to VC may be measured each month during an advertising campaign.

## **10. FRAUD**

Any unidentified or untraceable sale committed by you, or with your connivance, or by your agents shall be deemed as Fraud committed on vCommission. You cannot hold vCommission responsible for any conversion which is not validated by the client of VC or which is not billable by vCommission. Further vCommission cannot be held responsible for any failed conversions - not limited to cancelled, missed on client Analytics or not attributed conversions. You shall not employ improper ways and means to deliver Objectives (Clicks, Installs, Activations or Impressions) using either manual cheats, specialized programs, code/s, script/s, bot/s, Trojan/s, emulator/s or other fraudulent methods. You shall not deliver Objectives by auto initiation of Video Views, Page Visits, Clicks, Activations and Installs and that these must be result of user initiated action. You agree and undertake that if you use any of the above mentioned improper ways and means to deliver any Objectives then VC has the right to reject all payments where such improper ways and means are detected and/or reasonably suspected and has the sole right to terminate any outstanding order and black list you as the case may be for any future business.

## **11. CANCELLED TRANSACTIONS**

Any transaction or purchase that is cancelled by VC or its client or which results in incomplete purchase or sale is deemed cancelled with no benefits or is RTO or is deemed non-billable by the client of VC. This also includes any conversion which is not fulfilled as per the terms of the campaign.

## **12. NO MISREPRESENTATION:**

You agree, declare and undertake that no misrepresentation shall be made for generating Leads and/or for any other purpose, whatsoever, as it irreparably harms/damages reputation of vCommission. You hereby agree to indemnify vCommission against any such misrepresentation/fraud. vCommission reserves the right to initiate strict legal proceedings against you – in case you are found to be in violation of this clause.

## **13. INDEMNITY:**

You hereby fully indemnify and agree to keep fully indemnified and hold harmless vCommission, from and against all claims and all losses, liabilities, obligations, damages, expenses and costs (including without limitation reasonable legal fees) brought against or

suffered by vCommission or any of its respective officers, directors, employees or agents - resulting from, arising out of or relating to : (a) any breach or non-performance by you or any of your representations, warranties, covenants and/or assurances contained herein; (b) any breach or non-performance by you of any law, rule, regulation, notification or other statutory or legal provisions or requirements; or ( c) any willful misconduct by you or any of your officers, directors, employees or agents; if any; (d) any infringement of proprietary information of third party;(e) any misrepresentation/s made by you or any of your employees, agents, associates, affiliates, etc. either for purpose of generating Leads and/or for any other purpose.

Any delay in campaign on account of your acts or omissions will attract penalty. vCommission shall be entitled to deduct 100% from the Fee to be paid to the Affiliate.

#### **14. NO SOLICITATION & NO POACHING**

Under no circumstance, will you initiate direct or indirect contact with vCommission or its client(s). You agree and undertake that, during the term of this Agreement and for a period of ten (10) years, post termination, you shall not solicit/entice/cause to entice or approach for employment (in whatever form), either directly or indirectly, any personnel/vendor/client/advertiser/business associate/affiliate of vCommission.

#### **15. UPDATION OF TERMS**

vCommission reserves the right to amend these terms at any point without any notice to you. It will be your responsibility to check the updates on the above URL on a regular basis.

#### **16. RELATIONSHIP OF PARTIES**

Your acceptance of these terms does not constitute either party an agent, legal representative, joint venture partner, partner, or employee of the other for any purpose whatsoever and, neither Party is in any way authorized to make any contract, agreement, warranty or representation or to create any obligations, express or implied, on behalf of the other Party hereto.

#### **17. GOVERNING LAW AND JURISDICTION**

These terms shall be governed by and construed in accordance with the laws of India. All actions arising out of or in connection with this Agreement shall be brought to the courts at Gurugram, and both parties hereby irrevocably consent to the exclusive jurisdiction of courts at Gurugram, Haryana.

#### **18. NO SUB-CONTRACTING**

You shall not be entitled to sub-contract the services mentioned under these terms.

#### **19. CONFIDENTIALITY**

VC hereby reserves the right to use any data / information that it receives from you for any purpose.

VC's information including, without limitation, any business and financial information, customer and vendor lists, pricing & sales information, or information concerning or any of its affiliates (collectively called "**Confidential Information**") that you may gain access to shall remain strictly confidential and secret and shall not be utilized, directly or indirectly by you.

## **20. SURVIVAL**

Terms herein which by their nature intend to survive termination of this Agreement, shall remain in full force and effect after the termination of this Agreement.

## **21. NOTICES**

All notices required and permitted under these terms shall be in writing to the below mailing address [legal@vcommission.com](mailto:legal@vcommission.com) & Splendor Spectrum One, Tower 1, 4th Floor, Golf Course Ext, Sec-58, Gurugram, 122001, HR, India

## **22. ENTIRE UNDERSTANDING**

These terms contain the entire agreement and understanding of the parties and there are no other promises or conditions in any other agreement whether oral or written. These terms supersede any prior written / oral agreements or understanding between the parties.

## **23. PUBLICITY**

The Affiliate shall not have the right to reference, and make public its relationship with VC for marketing and promotional purposes.

## **24. SEVERABILITY**

If any provision of these terms shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.