

# TERMS AND CONDITIONS OF VANTAGE CIRCLE AFFILIATE PROGRAM

**PLEASE READ THE ENTIRE AGREEMENT BEFORE GIVING YOUR ACCEPTANCE.**

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

ONCE ACCEPTED BY YOU, THIS CONSTITUTE A LEGAL BINDING AGREEMENT BETWEEN YOU AND BARGAIN TECHNOLOGIES PRIVATE LIMITED (VANTAGE CIRCLE) .

BY SUBMITTING YOUR INFORMATION AND REQUEST TO PARTICIPATE IN VANTAGE CIRCLE'S AFFILIATE PROGRAM (THE "PROGRAM"), YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

## 1. Overview

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate partner in Vantage Circle's Affiliate Program. The purpose of this Agreement is to allow HTML linking between your web site, social media sites or other online marketing avenues and Vantage Circle's website. Please note that throughout this Agreement, "we," "us," and "our" refer to Vantage Circle, and "you," "your," and "yours" refer to the affiliate partner.

## 2. Affiliate Partner Obligations

2.1. To begin the enrollment process, you will complete and submit the request for participation in the Program at <https://www.vantagecircle.com/affiliate-program/>. The fact that we auto-approve requests does not imply that we may not re-evaluate your request at a later time. We may reject your request at our sole discretion. We may cancel your participation at any point of time without any intimation, if we determine that or in our view your site is unsuitable for our Program, including if you:

2.1.1. Promotes sexually explicit materials

2.1.2. Promotes violence

2.1.3. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age

2.1.4. Promotes illegal activities

2.1.5. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law

2.1.6. Includes "Vantage Circle" or variations or misspellings thereof in its domain name

2.1.7. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.

2.1.8. Contains software downloads that potentially enable diversions of commission from other affiliates in our program.

2.1.9. Create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website or design your website in a manner which leads customers to believe you are Vantage Circle or any other affiliated business.

2.2. As a member of Vantage Circle's Affiliate Program, you will have access to various Program tools and information. Here you will be able to review our Program's details, download HTML code (that provides for links to web pages within the vantagecircle.com web site) and banner creatives, browse and get tracking codes for our 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 provide you with.

2.3. Vantage Circle 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 the updating of your site, social media sites or other online presence will be your responsibility. We may monitor those 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 your 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 (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

### 3. Vantage Circle Rights and Obligations

3.1. We have the right to monitor your online activity relating to the Program at any time to determine if you are following the terms and 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 web site are appropriate and to notify further you of any changes that 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 Program.

3.2. Vantage Circle reserves the right to terminate this Agreement and your participation in the Program should you commit fraud in your use of the Program or should you abuse this program in any way. If such fraud or abuse is detected, Vantage Circle shall not be liable to you for any commissions for such fraudulent sales.

3.3. This Agreement will begin upon our acceptance of your Affiliate application, and will continue unless terminated hereunder.

## 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. No commissions or payments will be due or payable to you after the effective date of termination.

## 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 Vantage Circle's Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in the Program following the posting of the change notice or new Agreement on our site will indicate your consent to the changes.

## 6. Commissions and Payment

6.1. Vantage Circle has the right to use a third party to handle all of the tracking and payment or may handle those tasks internally. You will be notified of the procedure being used by Vantage Circle and any changes thereto.

6.2. Commissions shall be calculated in accordance with the Vantage Circle Affiliate Program Commission Structure published on Vantage Circle's website or within the Program website. Each commission shall be calculated based on the Commission Structure in place at the time a lead is registered with Vantage Circle. Vantage Circle reserves the right to change the Commission Structure at any time, with or without notice to affiliates.

## 7. Access to Program Materials

You will be provided with the information necessary to access Program materials via the [vantagecircle.com](http://vantagecircle.com) website or such other site provided by Vantage Circle to support the Program. You shall comply with all security requirements relating to access and use of any such site(s).

## 8. Promotion Restrictions

8.1. You are free to promote your own web or social media sites, but naturally any promotion that mentions Vantage Circle could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by Vantage Circle. For example, advertising commonly referred to as "spamming" is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to customers to promote Vantage Circle so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote Vantage Circle so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your web sites as independent from Vantage Circle. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

8.2. Affiliates that use, among other things, keywords or exclusively bid in their Pay-Per-Click campaigns on keywords such as [vantagecircle.com](http://vantagecircle.com), Vantage Circle, [www.vantagecircle.com](http://www.vantagecircle.com), and/or any 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 Program. We may attempt to contact the affiliate prior to the ban. However, we reserve the right

to expel any trademark violator from our affiliate program without prior notice, and on the first occurrence of such PPC bidding behavior.

8.3. Affiliates are not prohibited from keying in prospect's information into the lead form as long as the prospects' information is real and true, and these are valid leads (i.e. sincerely interested in Vantage Circle's service).

8.4. Affiliate 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-under" to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited Vantage Circle's site (i.e., no page from our site or any Vantage Circle.com's content or branding is visible on the end-user's screen). As used herein a. "Parasiteware™" and "Parasitic Marketing" shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of Vantage Circle site in IFrames, hidden links and automatic pop ups that open Vantage Circle.com's site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application. (f) Self-referrals via Alias or Multiple Accounts are Prohibited.

## 9. Grant of Licenses

9.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of the Program. You agree that all uses of the Licensed Materials will be on behalf of Vantage Circle.com and the good will associated therewith will insure to the sole benefit of Vantage Circle.

9.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each

party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

## 10. Disclaimer

VANTAGE CIRCLE MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING VANTAGE CIRCLE'S SERVICE AND WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF VANTAGE CIRCLE 'S ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. 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.

## 11. Representations and Warranties

You represent and warrant that:

11.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

11.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party; and,

11.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

11.4. The information furnished by you or details shared pursuant to this Agreement are true and accurate in all respects.

11.5 There are no actions, suits, proceedings, or investigations pending or, to the best of the your knowledge, threatened against it before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default by you under this Agreement or which individually or in the aggregate may result in any impairment of your ability to perform your obligations under this Agreement.

## 12. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL VANTAGE CIRCLE'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRECEDING THE OCCURRENCE OF THE EVENT THAT GIVES RISE TO ANY CLAIM.

## 13. Indemnification

You hereby agree to indemnify and hold harmless Vantage Circle, and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, (iii) any claim related to your site, including, without limitation, content therein not attributable to us, (iv) any contravention and/or non-compliance of applicable laws, (v) breach of confidentiality obligations, or (vi) false or misleading information provided or shared by you.

## 14. 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.

Both the Parties shall keep confidential the Confidential Information belonging to each other and to use the same for the limited purpose of use or need to know basis and/or shall not use the same for any purpose other than for the purpose of this Agreement or for better performance of

Services under this Agreement. The Parties shall not disclose the Confidential Information to any third Party without prior written consent of the other Party during the term of this Agreement and for a period of 1 year from the date of expiry/ earlier determination of the Agreement.

Exceptions from Confidentiality Obligations:

The obligation of confidentiality under this Clause does not apply to Information which:

- a. is non-confidential in nature or is already in the public domain;
- b. was in the possession of the recipient independent of disclosure of the Confidential Information under this Agreement;
- c. is disclosed to the recipient by a third party, before or after the date of this Agreement, who to the knowledge of the recipient had no duty of confidentiality to the disclosing party with respect to such information;
- d. is independently developed by the recipient or
- e. the recipient is required to disclose under Applicable Law.

## 15. INTELLECTUAL PROPERTY RIGHTS

16.1 For the purposes of this Agreement, "Intellectual Property" means and includes all intellectual property and related priority rights anywhere in the world, arising from or in respect of the following, whether protected, created or arising under applicable laws and whether registered/ registerable or not, as well as applications for the grant of any such rights and all renewals and extensions, including all patents, utility models, trademarks, trade names, domain names, designs, copyrights and related rights (including, without limitation, rights in computer software), topography rights, rights in databases, know-how and other intellectual property rights, in each case and all rights having equivalent or similar effect anywhere in the world.

16.2. You hereby expressly agree, admit and acknowledge that all rights, titles and interests in the Intellectual Property of Vantage Circle (or its affiliates), shall exclusively belong to the Vantage Circle (or such affiliates). Nothing in this Agreement shall confer any right, title or interest, whatsoever, in your favor in any Intellectual Property of Vantage Circle and/or its affiliates.

16.3. You hereby expressly agree, admit and acknowledge that information provided by Vantage Circle with respect to its business model, processes, functionality, marketing strategy, relationship with clients, entire database, correspondence, documentation or any other information, are proprietary information of Vantage Circle and shall not be used by you whether directly or indirectly for any other purpose otherwise than as provided in this Agreement.



16.4. It is agreed between the Parties that any Intellectual Property developed by Vantage Circle pursuant to your engagement under this Agreement and/or pursuant to the performance of Services, shall be the sole and absolute Intellectual Property of Vantage Circle and Vantage Circle shall be the sole and absolute owner of the same even after the expiry or termination of this Agreement.

## 16. Miscellaneous

16.1. 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 Vantage Circle.com. 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 reasonably would contradict anything in this Section.

16.2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.

16.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of India without regard to the conflicts of laws and principles thereof and the Court of Delhi shall have exclusive jurisdiction.

16.4. You cannot not amend or waive any provision of this Agreement unless it is specifically agreed by Vantage Circle. .

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

16.6. 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.

16.7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.