

## Agreement of InteliScan's Affiliate Association

### Company Contact information

- **Inteliscan** – [www.inteliscan.in](http://www.inteliscan.in)
- **Product of Logicsoft International Private Limited (LSIPL)** – [www.lsipl.com](http://www.lsipl.com)
- **Corporate Headquarters:** InteliScan - A division of Logicsoft International Pvt. Ltd. 28, 3rd Floor, Jia Sarai, Hauz Khas, New Delhi-110016, INDIA
- **Contact Phone** : +91 11 64623381/82
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This is an Affiliate Association Agreement (the "Agreement") and is proposed by Logicsoft International Pvt. Ltd. (on behalf of InteliScan) to those who wish to become an affiliate of InteliScan a product of Logicsoft International Pvt. Ltd.

Before beginning to be associated with InteliScan as an affiliate, you must agree to abide by the terms and conditions contained in this Agreement in order to participate. Please read the complete Agreement carefully before signing up and using the Service as an Affiliate. By signing up for *InteliScan*, you indicate your acceptance of this Agreement and its terms and conditions.

The Agreement is as under:

### PRIVACY POLICY

InteliScan respects the privacy of its users and will not disclose personal information to third parties without the express permission of you and your company. Please refer to our Privacy Policy (<http://www.InteliScan/TermsandCondition.aspx>). If you have any questions please contact [admin@inteliscan.in](mailto:admin@inteliscan.in)

### DEFINITIONS

As used in this Agreement, "we", "us", "InteliScan" or "Inteliscan.in" means InteliScan, Logicsoft International Pvt. Ltd., and "you", "your" or "Affiliate" means the affiliate. "Website" individually and collectively means your website and/or e-mail communications and/or software applications.

"Affiliate Association Program" means the program managed by or on behalf of InteliScan by which participating entities place links on their Website that connect to the InteliScan website and for which a referral fee is earned.

The terms "Qualifying Purchase", "purchase", "sale" or "Affiliate sale" used in this Agreement mean an InteliScan paid subscription purchased by users during a visit to InteliScan following navigation to the designated URL on InteliScan through a hypertext link from you under this Affiliate Association Program.

"Net Proceeds" will mean the gross proceeds received by InteliScan from Qualifying Purchases on InteliScan, less costs and expenses attributable to taxes, shipping and handling, fraud, bad debts, and duties.

The terms "Referral Fee" or "commission" used in this Agreement mean moneys duly earned by, payable to, or previously paid to the Affiliate in regard to the aggregate Net Proceeds received from Qualifying Purchases made at InteliScan under the terms of this Agreement and the Affiliate Marketing Program, and acknowledged as such by InteliScan at its sole discretion.

"\$", "dollar" or "dollars" mean US Dollars, and "INR", "Rs" or "Rupees" mean Indian Rupees.

### LINK & LINK PLACEMENT

As an Affiliate, you may place and remove hypertext links to InteliScan on your site and in acceptable locations.

- You will place InteliScan link anywhere on your site as you see fit, or within non-spam emails.
- You will not put our website link on any Adult, Hate, Controversial or otherwise illegal or related websites.
- Any page that contains InteliScan links, banners, or code must be written in English.
- YOU WILL NOT SPAM. We will terminate your account on the FIRST OFFENSE OF SPAMMING. Do not send email to lists or groups containing InteliScan link that you do not have permission to send to. Once such an account is terminated, the same account holder can never sign up with InteliScan for Affiliate Services.
- You will not put InteliScan link in newsgroups, chat rooms, ICQ, message boards, banner networks, hit farms, counters, guestbooks or any chat website.
- You will not place any link or advertising link in any "Desktop" advertising scheme. This includes any and all 3rd party advertising platforms that use a desktop application to display ads in any form.
- You will not link the InteliScan website to a hypertext link placed on your website, that does not clearly state the navigation to InteliScan

### AFFILIATE PAYMENT

You will receive a **15% Referral Commission Payment** for each Qualifying Purchase that took place on the InteliScan website, when the user navigated through your website. You will be entitled to receive this payment if

and only if the user had navigated through a “legal link” on your website and made a purchase from InteliScan. All payments of commissions as agreed upon shall be paid to you at the end of the month after deduction of necessary governmental duties, taxes etc., as applicable.

**Legal link** - A link is considered to be legal if it was placed in all the acceptable ways and not in any unacceptable way mentioned in the previous section of Link & Link Placement. A link placed in an unacceptable way, vide the previous section, is considered to be an illegal link placement method. Any payment made by InteliScan to you on account of Referral Commission, will be recovered from you on the first knowledge of the use of illegal link placement method.

The Pay-out amount may be changed at any time. This information will be communicated to you officially by InteliScan. Once we have officially communicated this information to you, you will not hold us responsible for non-communication of it.

You are entitled to a referral commission on account of a Qualifying Sale and not just a click and visit to the InteliScan website.

Payments are made automatically at the end of each of month up till the last month.

Money credited to your account does not accrue any interest.

## **SERVICE AND SUPPORT**

InteliScan will provide support for the Service as indicated on the InteliScan website.

## **EMAIL CONTACT**

InteliScan reserves the rights to send e-mails to you for the purposes of informing you of applicable changes or additions to the Service or any InteliScan related products and services.

## **CHANGES TO THE SERVICE**

InteliScan reserves the right to change, modify, add or remove portions of this Agreement at any time and may add to, change, suspend or discontinue any aspect of the Service at any time. In the event of any material change, InteliScan will notify you via e-mail, newsletter or the InteliScan Web site at least 7 days prior to any such changes taking effect, at which time you may either agree to such changes or withdraw from the Service.

## **SIGNING UP**

To sign up as an Affiliate of InteliScan and to use the Service as an Affiliate you must be at least 18 (eighteen) years of age, and give us a valid TIN/PAN card number.

The following types of sites are not allowed to participate in InteliScan: ADULT SITES, SITES THAT DISPLAY ADULT BANNERS, SITES THAT PROMOTE VIOLENCE, BIGOTRY, or HATRED, SITES THAT PROMOTE ILLEGAL ACTIVITY, including but not limited to WAREZ, CRACKING, and HACKING SITES. As part of the registration process, you will select a username and password combination that you use to access your Affiliate area within the Service. You shall provide InteliScan with accurate, complete and updated registration information. You may not select the name of another person with the intent to impersonate that person or deceive members or other users as to your true identity. You agree that InteliScan may rely on any data, notice, instruction or request furnished to InteliScan by you which is reasonably believed by InteliScan to be genuine and to have been sent or presented by a person reasonably believed by InteliScan to be authorized to act on your behalf.

You shall notify InteliScan by e-mail at support@InteliScan of any known or suspected unauthorized uses of your Account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of your username and password. You shall be responsible for maintaining the confidentiality of your username and password and you are responsible for all usage and activity on your Account, including use of the account by a third party authorized by you to use your Account. Any losses occurring due to unauthorized use due to non-maintenance of username and password confidentiality on your part will be your responsibility and InteliScan will not be held responsible or be assumed liable for any such losses.

Any fraudulent, abusive or otherwise illegal activity may be grounds for termination by InteliScan and referral to the appropriate law enforcement agencies.

## **ACCEPTED USE**

You represent to InteliScan that all the information and content you provide before, during and after the time period of our association with you is correct and solely owned by you or provided by you with the express authority of the company you represent, does not infringe upon any other individual's or organization's rights (including, without limitation, intellectual property rights) and is not defamatory, libellous, unlawful or otherwise objectionable.

You shall not provide, promote, distribute, place or otherwise publish as an Affiliate of the Service any content, or website that includes content, which is libellous, defamatory, obscene, pornographic, abusive, fraudulent or violates any law. As InteliScan may not review all information provided by you, you shall remain solely responsible for your content and website. As an Affiliate, You may not artificially inflate traffic counts to InteliScan using any device, program, robot or other means, including but not limited to JavaScript pop-up windows and redirects.

**Links may not be placed in newsgroups, unsolicited e-mail, ICQ, banner networks, counters, chat rooms or guestbooks. InteliScan link placed must be done in such a way that it is not misleading to any visitor and only done with the intention of delivering valid sales or leads to InteliScan.**

InteliScan reserves the right to deem any site as inappropriate and terminate this association. If you are terminated from the Service, InteliScan has the right to withhold money you earned and you will not be allowed to re-join InteliScan.

#### **LIMITED WARRANTY**

The Association Program, its operation, its use and the results of such use shall be performed in a workmanlike manner. To the fullest extent permissible pursuant to applicable law, InteliScan is claims all warranties express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, in relation to the service, and its use and the results of such use. Without limiting the foregoing, InteliScan specifically disclaims any warranty:

- (A) That the service will be uninterrupted or error-free,
- (B) That defects will be corrected,
- (C) That there are no viruses or other harmful components,
- (D) That the security methods employed will be sufficient, or
- (E) Regarding correctness, accuracy, or reliability. Applicable law may not allow the exclusion of implied warranties so the above exclusion may not apply to you.

The Affiliate understands and acknowledges that it is normal to have a certain amount of system downtime and further agrees not to hold the intelisca.in liable for any of the consequences of such interruptions.

#### **LIMITATION OF LIABILITY**

InteliScan shall not be liable to you or any other person for:

- (I) Any indirect, special, incidental or consequential damages of any character arising out of the use of or inability to use the InteliScan service or any information provided on the InteliScan web site or any other hyperlinked web site, including, without limitation, damages for loss of goodwill, any lost profits, business interruption, loss of programs or other data, even if InteliScan or an InteliScan authorized representative has been advised of the possibility of such damages
- (II) Any claim attributable to errors, omissions or other inaccuracies in the web site or any hyperlinked web site. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the above exclusion may not apply to you. In such jurisdictions, InteliScan's liability is limited to the smallest amount permitted by law. This paragraph will survive the failure of any exclusive or limited remedy.

You agree that InteliScan, although the provider of the Service, has no responsibility or liability as a result of your placement of authorized Links from your website, and you agree to indemnify, defend, and hold harmless InteliScan and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any offer or any other matter related to this Agreement or the subject matter hereof and any dispute relating thereto.

InteliScan agrees to indemnify, defend, and hold harmless Affiliate and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to InteliScan's negligence or wilful misconduct in performance of the Services or its breach of this Agreement.

#### **NON-DISCLOSURE**

InteliScan acknowledges that in the course of this Agreement it shall have access to confidential and proprietary information ("Confidential Information") of your company. InteliScan agrees not to disclose or disseminate the Confidential Information without your prior express written consent. The term "Confidential Information" shall not include information that is or becomes part of the public domain through no action or omission of InteliScan that becomes available to InteliScan from third parties without knowledge by InteliScan of any breach of fiduciary duty, or that InteliScan had in its possession prior to the date of this Agreement. InteliScan **does not collect information** about an Affiliate's customer transactions, other than what is passed to us through the installed tracking code and displayed on your own transaction reports. Any information we receive is used solely for tracking and commission payment purposes. InteliScan reserves the rights to be able to utilize this data in aggregate to analyse Service trends, monitor Service efficiencies, and perform such other analysis as InteliScan deems appropriate.

#### **OWNERSHIP AND LICENSES**

You, the Affiliate, are granted a non-exclusive, limited, revocable right to use InteliScan trademarks and banners. All images, technology and content provided for your use is and shall remain the sole property of InteliScan, and no part thereof shall be deemed assigned or licensed to you except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, trade names and service marks related to the foregoing shall remain the sole property of InteliScan, including rights in and to any derivatives thereof. You may not modify the trademarks, banners, the content or any of the images provided to you in any way.

InteliScan may immediately terminate your license to use the marks if InteliScan reasonably believes that such use dilutes, tarnishes or blurs the value of our marks. You acknowledge that your use of the marks will not create in you, nor will you represent that you have, any right, title or interest in or to the marks other than the license granted to you by InteliScan. You will not challenge the validity of or attempt to register any of the marks or your interest therein as a licensee, nor will you adopt any derivative or confusingly similar names, brands or marks or create any combination marks with the marks. You acknowledge InteliScan's ownership and exclusive right to use the marks and agree that all goodwill arising as a result of the use of the marks shall inure to the benefit of the InteliScan.

## **REPRESENTATIONS**

InteliScan makes no representations whatsoever about any other website which you may access through the Service. In addition, a link to a non-InteliScan website does not mean that InteliScan endorses or accepts any responsibility for the content or the use of such website.

## **NON-ASSIGNABILITY**

Affiliate or InteliScan may assign this Agreement to any successor or affiliate upon notice to the other party and mutual agreement between both parties.

## **FORCE MAJEURE**

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labour conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

## **JURISDICTIONAL ISSUES**

This Agreement shall be governed by Indian Constitutional Law. Any dispute arising by virtue of your access to or use of this Site or Affiliate program shall be governed by Indian Laws without giving effect to any rules of conflicts of law, and shall be subject to the exclusive jurisdiction of the courts of Delhi, India.

## **MISCELLANEOUS**

This Agreement represents the complete agreement concerning this association and may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.