



Affiliate Program Operating Agreement

Updated: March, 2019

This Affiliate Program Operating Agreement ("Operating Agreement") contains the terms and conditions that govern your participation in the Affiliate Program (the "Program"). "We," "us," or "our" means GoAffPro.com and Partner Website. "You" or "your" means the applicant. A "site" means a website. "Partner Site" means the e-commerce/retail partner using the goaffpro affiliate tracking software. "Your site" means any site(s), any software application(s) and any Mobile Application (as defined hereinafter) that you link to the partner site. "Advertising Fees" means commissions earned for a successful and verified sale of product on the Partner Site by a customer using your referral link.

BY CHECKING THE BOX INDICATING THAT YOU AGREE TO THE TERMS AND CONDITIONS OF THIS OPERATING AGREEMENT, OR BY CONTINUING TO PARTICIPATE IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE, REVISED OPERATING AGREEMENT, OR REVISED OPERATIONAL DOCUMENTATION ON THE PARTNER WEBSITE, YOU (A) AGREE TO BE BOUND BY THIS OPERATING AGREEMENT; (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS OPERATING AGREEMENT; AND (C) HEREBY REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS (E.G., YOU ARE NOT A MINOR) AND THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH THIS OPERATING AGREEMENT. IN ADDITION, IF THIS OPERATING AGREEMENT IS BEING AGREED TO BY A COMPANY OR OTHER LEGAL ENTITY, THEN THE PERSON AGREEING TO THIS OPERATING AGREEMENT ON BEHALF OF THAT COMPANY OR ENTITY HEREBY REPRESENTS AND WARRANTS THAT HE OR SHE IS AUTHORIZED AND LAWFULLY ABLE TO BIND THAT COMPANY OR ENTITY TO THIS OPERATING AGREEMENT.

1. Description of the Program

The purpose of the Program is to permit you to advertise Products on your site and to earn advertising fees OR commissions for Qualifying Purchases (defined in Section 7) made by your end users. A "Product" is any item sold on the Partner Website, other than any products that are explicitly defined as excluded products here (collectively, "Excluded Products"). Product may also include certain services, if any, expressly included on the Affiliate Program Commissions Schedule. In order to facilitate your advertisement of Products, we may make available to you



data, images, text, link formats, widgets, links, and other linking tools, and other information in connection with the Program ("Content"). Content specifically excludes any data, images, text, or other information or content relating to products offered on any site other than the Partner Site.

2. Enrollment

To begin the enrollment process, you must submit a complete and accurate Program application. You must identify your site in your application. We will evaluate your application and notify you of its acceptance or rejection. We may reject your application in our sole discretion including if we determine that your site is unsuitable. Unsuitable sites include those that:

- (a) promote or contain sexually explicit materials;
- (b) promote violence or contain violent materials;
- (c) promote or contain libelous or defamatory materials;
- (d) promote discrimination, or employ discriminatory practices, based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (e) promote or undertake illegal activities;
- (f) include any trademark of GoAffPro, its Partner Sites or its affiliates, or a variant or misspelling of a trademark of GoAffPro, its Partner Sites or its affiliates, in any domain name, subdomain name, or in any username, group name, or other identifier on any social networking site; or
- (g) otherwise violate intellectual property rights.

If we reject your application, you are welcome to reapply at any time. However, if we accept your application and we later determine that your site is unsuitable, we may terminate this Operating Agreement at any time in our sole discretion.

You will ensure that the information in your Program application and otherwise associated with your account, including your email address and other contact information and identification of your site, is at all times complete, accurate, and up-to-date. We may send notifications (if any), approvals (if any), and other communications relating to the Program and this Operating Agreement to the email address then-currently associated with your Program account. You will be deemed to have received all notifications, approvals, and other communications sent to that email address, even if the email address associated with your account is no longer current.



3. Links on Your Site

After you have been notified that you have been accepted into the Program, you may display Special Links on your site. "Special Links" are links to the Partner Site that you place on your site in accordance with this Operating Agreement, that properly utilize the special "tagged" link formats we provide, and that comply with the Affiliate Program Linking Requirements. Special Links permit accurate tracking, reporting, and accrual of advertising fees.

You may earn advertising fees only as described in Section 7 and only with respect to activity on the Partner Site occurring directly through Special Links. We will have no obligation to pay you advertising fees if you fail to properly format the links on your site to the Partner Site as Special Links, including to the extent that such failure may result in any reduction of advertising fee amounts that would otherwise be paid to you under this Operating Agreement.

If you wish to include Special Links in a software application designed and intended for use on mobile phones, tablets, or other handheld devices ("Mobile Application"), you must include the name of the Mobile Application and the link to your Mobile Application in your application to the Program. The suitability and other requirements of this Section 3 and the Mobile Application Policy will apply to Mobile Applications. We will evaluate your application and notify you of its acceptance or rejection. A Mobile Application that is accepted will be an "Approved Mobile Application" for the purposes of this Agreement.

Special Links displayed in Approved Mobile Applications may be served by the Affiliate API or Partner API ("Affiliate API") or the Product Advertising API, including any Special Links displayed within an integrated web browser and must use the Affiliate ID we have assigned to you expressly for your Approved Mobile Applications.

4. Program Requirements

By participating in the Program, you agree that you will comply with the Affiliate Program Participation Requirements and all pages, schedules, policies, guidelines, and other documents and materials referenced in this Operating Agreement (collectively, "Operational Documentation").

You will provide us with any information that we request to verify your compliance with this Operating Agreement or any Operational Documentation. If we determine that you have not complied with any requirement or restriction described on the Associates Program Participation Requirements page or any other Operational Documentation or that you have otherwise violated this Operating Agreement, we may (in addition to any other rights or remedies available to us): (a) withhold any advertising fees payable to you under this Operating Agreement,; (b) close any other accounts you may have or may open in the future, without payment of any advertising



fees; (c) terminate this Operating Agreement, ; or (d) undertake all of the above actions.. In addition, you hereby consent to us:

- sending you emails relating to the Program from time to time;
- monitoring, recording, using, and disclosing information about your site and visitors to your site that we obtain in connection with your display of Special Links (e.g., that a particular customer clicked through a Special Link from your site before buying a Product on the Partner Site) in accordance with the [Privacy Notice](#); and
- monitoring, crawling, and otherwise investigating your site to verify compliance with this Operating Agreement and the Operational Documentation.

5. Responsibility for Your Site

You will be solely responsible for your site, including its development, operation, and maintenance and all materials that appear on or within it. For example, you will be solely responsible for:

- the technical operation of your site and all related equipment;
- displaying Special Links and Content on your site in compliance with this Operating Agreement and the Operational Documentation and any agreement between you and any other person or entity (including any restrictions or requirements placed on you by any person or entity that hosts your site);
- creating and posting, and ensuring the accuracy, completeness, and appropriateness of, materials posted on your site (including all Product descriptions and other Product-related materials and any information you include within or associate with Special Links);
- using the Content, your site, and the materials on or within your site in a manner that does not infringe, violate, or misappropriate any of our rights or those of any other person or entity (including copyrights, trademarks, privacy, publicity or other intellectual property or proprietary rights);
- using the Content, your site, and the materials on or within your site in a manner that is not harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous or otherwise in any manner whatsoever;
- disclosing on your site accurately and adequately, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including us and other advertisers) may serve content and advertisements, collect information directly from visitors, and place or recognize cookies on visitors' browsers; and
- any use that you make of the Content and the GoAffPro Marks, whether or not permitted under this Operating Agreement.



We will have no liability for these matters or for any of your end users' claims relating to these matters, and you agree to defend, indemnify, and hold us, our affiliates and licensors, and our and their respective employees, officers, directors, and representatives, harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to (a) your site or any materials that appear on your site, including the combination of your site or those materials with other applications, content, or processes; (b) the use, development, design, manufacture, production, advertising, promotion, or marketing of your site or any materials that appear on or within your site, and all other matters described in this Section 5; (c) your use of any Content, whether or not such use is authorized by or violates this Operating Agreement, any Operational Documentation, or applicable law; (d) your violation of any term or condition of this Operating Agreement or any Operational Documentation; or (e) your or your employees' negligence or willful misconduct.

6. Order Processing

We will process Product orders placed by customers who follow Special Links from your site to the Partner Site. We reserve the right to reject orders that do not comply with any requirements on the Partner Site, as they may be updated from time to time. We will track Qualifying Purchases (defined in Section 7) for reporting and advertising fee accrual purposes and will make available to you reports summarizing those Qualifying Purchases.

7. Advertising Fees

We will pay you advertising fees on Qualifying Purchases in accordance with Section 8 and the Affiliate Program Commissions Schedule. In the event any excess payment has been made to you for any reason whatsoever, we reserve the right to adjust or offset the same against any subsequent advertising fees payable to you under this Operating Agreement. Subject to the exclusions set forth below, a "Qualifying Purchase" occurs when (a) a customer clicks through a Special Link on your site to the Partner Site; (b) during a single Session that the customer adds a Product to his or her shopping cart and places the order for that Product no later than 89 days following the customer's initial click-through; or (c) the Product is shipped to, and paid for by, the customer.

A "Session" begins when a customer clicks through a Special Link on your site to the Partner Site and ends upon the first to occur of the following: (x) 24 hours elapses from that click; (y) the customer places an order for a Product; or (z) the customer follows a Special Link to the Partner Site that is not your Special Link.

Qualifying Purchases exclude, and we will not pay advertising fees on any of, the following:



- any Product that, after expiration of the applicable Session, is added to a customer's Shopping Cart, or is streamed or downloaded by a customer, even if the customer previously followed a Special Link from your site to the Partner Site;
- any Product purchase that is not correctly tracked or reported because the links from your site to the Partner Site are not properly formatted;
- any Product purchased through a Special Link by you or on your behalf, including Products you purchase through Special Links for yourself, friends, relatives, or associates (e.g., personal orders, orders for your own use, and orders placed by you for or on behalf of any other person or entity);
- any Product purchased for resale or commercial use of any kind;
- any Product purchased after termination of this Operating Agreement;
- any Product order where a cancellation, return, or refund has been initiated; and
- any Product purchased by a customer who is referred to the Partner Site through any of the following:
 - a Prohibited Paid Search Placement; or
 - a link to the Partner Site, including a Redirecting Link, that is generated or displayed on a Search Engine in response to a general Internet search query or keyword (i.e., in natural, free, organic, or unpaid search results), whether those links appear through your submission of data to that site or otherwise.
- any Qualifying Purchase wherein you have offered any person or entity any consideration or incentive (including any money, rebate, discount, points, donation to charity or other organization, or other benefit) for using Special Links (e.g., by implementing any "rewards" or loyalty program that incentivizes persons or entities to visit the Partner Site via your Special Links).
- any Product purchased through a Special Link in a Mobile Application that was not an Approved Mobile Application or where the Special Link in an Approved Mobile Application was not served by the AMA API, Product Advertising API or other linking tools that we make available to you.
- any Qualifying Purchase, which takes place in India, made through a mobile device or tablet wherein:
 - Pay-Per-Click advertising is strictly prohibited.
- any Qualifying purchase wherein the affiliate has posted links or their coupon code on "coupon website" are strictly prohibited. For definition of a coupon website see below
- Posting coupon offers on your website with "reveal the coupon code" or similar phrase that stimulates visitor to click to reveal a coupon code and go to the Partner's site is prohibited.
- the mobile application of the Partner Site is pre-loaded by the original equipment manufacturer ("OEM") on the device or tablet; or



- the mobile application of the Partner Site is installed through a maintenance release or firmware update or firmware based notifications sent by the OEM or the notification partner; or
- the mobile application of the Partner Site is installed from a source other than Google Play store or iOS App Store

"Coupon Website"

Whether you are classified as a Coupon Affiliate shall be determined by the Partner in its sole discretion. Factors that may lead to classification as "Coupon Affiliate" include, but are not limited

1. the presence of coupon offerings, especially from many different merchants, on the Affiliate's website, especially if such coupons represent many different merchants and/or are indexed or are organized in a directory;
2. the presence of certain words (or variations or misspellings thereof) in the website's URL or prominently featured in the website's content, such as "coupons," "deals" or "savings";
3. a website that is focused on other merchants and the discounts or promotions offered by them, rather than on products, and that features little original, human-generated content.

"Prohibited Paid Search Placement" means an advertisement that you purchased through bidding on keywords, search terms, or other identifiers (including Proprietary Terms) or other participation in keyword auctions. "Proprietary Term" means keywords, search terms, or other identifiers that include the word "goaffpro," or any other trademark of GoAffPro or its affiliates, or variations or misspellings of any of those words (e.g., "goaffpor"). "Redirecting Link" means a link that sends users indirectly to the Partner Site via an intermediate site or webpage and without requiring the user to click on a link or take some other affirmative action on that intermediate site or webpage. "Search Engine" means Google, Yahoo, Bing, or any other search engine, portal, sponsored advertising service, or other search or referral service, or any site that participates in any of their respective networks.

8. Advertising Fee Payment

We will pay you advertising fees on a monthly basis for Qualifying Purchases shipped, streamed, or downloaded (as applicable) in a given month, subject to any applicable withholding or deduction described below. We will pay you approximately 60 days following the end of each calendar month, but we may accrue and withhold advertising fees until the total amount due to you is at least INR1000 in case of NEFT transfers.



The advertising fee payable to you is inclusive of all taxes including applicable service tax or goods and services tax or other tax or levy that you may be required to remit in connection with such services for which you will raise a valid invoice under applicable law(s) and regulations and report it in the returns within the prescribed time limit so that Partner Site can take input tax credit of the taxes paid. You undertake to comply with any of the applicable provisions of such law including but not limited to:

- timely issuance of GST compliant invoices;
- making the invoices available to Partner Site;
- depositing applicable taxes on a periodic basis; and
- correctly reporting them to the government under tax laws.

If at any time credit of taxes is denied or payment of taxes is sought from Partner Site or GoAffPro, due to, but not limited to, issuance of a deficient invoice, default in payment of taxes, inappropriate reporting in the returns filed or non-compliance of applicable laws and regulations by you, you shall indemnify Partner Site and GoAffPro against any denied credits or taxes recovered as well as any interest and penalties imposed on Partner Site and GoAffPro. If required by applicable Indian tax law, we may deduct or withhold taxes, levies or any similar amounts from the advertising fees payable to you. If you are an Indian resident, advertising fees payable to you will be subject to income tax withholding at the rate stipulated under applicable law. If you are not an Indian resident or have not provided us your PAN (Permanent Account Number), the rate of tax withholding applicable to you will vary. Further, if you are a non-resident, you agree to provide necessary documentation, as may be required, for Partner Site and GoAffPro to satisfy any reporting or any obligations with respect to the advertising fee payable to you. If we deduct or withhold taxes from advertising fees payable to you, we will issue to you the relevant withholding tax certificate, if required under the applicable law, evidencing deposit of the taxes with the relevant regulatory authorities (for non-resident this is subject to relevant documents made available). If you provide us with a nil or reduced withholding tax certificate, we will apply such nil or reduced tax rate as the applicable withholding tax rate on advertising fees payable to you. You hereby agree that you will not pursue any claim against P or any of its affiliates, and hereby waive all such claims you may now or in the future have, in respect of any taxes Partner Site and GoAffPro deposits with a relevant taxing authority pursuant to the this Operating Agreement.

9. Policies and Pricing

Customers who buy products through this Program are customers of the Partner Site with respect to all activities they undertake in connection with the Partner Site. Accordingly, as between you and us, all pricing, terms of sale, rules, policies, and operating procedures



concerning customer orders, customer service, and product sales set forth on the Partner Site will apply to those customers, and the same may be changed at any time.

10. Identifying Yourself as an Associate

You will not issue any press release or make any other public communication with respect to this Operating Agreement, your use of the Content, or your participation in the Program. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to any charity or other cause), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Operating Agreement. You must, however, clearly state the following on your site: “[Insert your name] is a participant in the GoAffPro Affiliate Program, an affiliate advertising program designed to provide a means for sites to earn advertising fees by advertising and linking to the partner site”

11. Limited License

1. Subject to the terms of this Operating Agreement and solely for the limited purposes of advertising Products on, and directing end users to, the Partner Site in connection with the Program, we hereby grant you a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license to (a) copy and display the Content solely on your site; and (b) use only those of our trademarks and logos that we may make available to you as part of Content (those trademarks and logos, collectively, “GoAffPro Marks”) solely on your site and in accordance with the Affiliate Program Trademark Guidelines
2. All licenses set forth in this Section 11 will immediately and automatically terminate if at any time you do not timely comply with any obligation under this Operating Agreement or any Operational Documentation, or otherwise upon termination of this Operating Agreement. In addition, we may terminate the license set forth in this Section 11 in whole or in part upon written notice to you. You will promptly remove from your site and delete or otherwise destroy all of the Content and GoAffPro Marks with respect to which the license set forth in this Section 11 is terminated or as we may otherwise request from time to time.
3. Associates Program IP License (“License”)
 1. By accepting the Operating Agreement, or by accessing or using the Product Advertising Content (as defined hereinafter), including the proprietary application programming interfaces and other tools (collectively, the “PA API”) that permit you to access and use certain types of data, images, text, and other information and content relating to Products (“Product Advertising Content”) which we may make available to you, you agree to be bound by this License.



2. Subject to the terms of this License and solely for the limited purposes of participation in the Associates Program in strict compliance with the Operating Agreement (including this License and the other Operational Documentation), we hereby grant you a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license to: (a) copy and display Product Advertising Content solely on your Site; (b) use only those of the GoAffPro Marks we make available to you as part of the Product Advertising Content, solely on your Site and in accordance with the Associates Program Trademark Guidelines, unless otherwise provided for in this Operating Agreement, and (c) access and use the PA API, Data Feed, and Product Advertising Content solely in accordance with the Specifications and this License.

12. Reservation of Rights; Submissions

Other than the limited licenses expressly set forth in Section 11, we reserve all right, title and interest (including all intellectual property and proprietary rights) in and to, and you do not, by virtue of this Operating Agreement or the License hereunder otherwise, acquire any ownership interest or rights in or to, the Program, Special Links, link formats, Content, PA API, Data Feeds, Product Advertising Content, any domain name owned or operated by us, information and materials on any Partner Site or the Associates Site, our and our affiliates' trademarks and logos (including the GoAffPro Marks), and any other intellectual property and technology that we provide or use in connection with the Program (including any application program interfaces, software development kits, libraries, sample code, and related materials).

If you provide us or any of our affiliates with suggestions, reviews, modifications, data, images, text, or other information or content about a product or in connection with this Operating Agreement, any Content, or your participation in the Program, or if you modify any Content in any way, (collectively, "Your Submission"), you hereby irrevocably assign to us all right, title, and interest in and to Your Submission and grant us (even if you have designated Your Submission as confidential) a perpetual, paid-up royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and license to (a) use, reproduce, perform, display, and distribute Your Submission in any manner; (b) adapt, modify, re-format, and create derivative works of Your Submission for any purpose; (c) use and publish your name in the form of a credit in conjunction with Your Submission (however, we will not have any obligation to do so); and (d) sublicense the foregoing rights to any other person or entity. Additionally, you hereby warrant that: (y) Your Submission is your original work, or you obtained Your Submission in a lawful manner; and (z) our and our sublicensees' exercise of rights under the license above will not violate any person's or entity's rights, including any copyright rights. You agree to provide us such assistance as we may require to document, perfect, or maintain our rights in and to Your Submission.



13. Compliance with Laws

In connection with your participation in the Program you will comply with all applicable laws of India including but not limited to ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you.

14. Term and Termination

The term of this Operating Agreement will begin upon our acceptance of your Program application and will end when terminated by either you or us. Either you or we may terminate this Operating Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon any termination of this Operating Agreement, any and all licenses you have with respect to Content will automatically terminate and you will immediately stop using the Content and GoAffPro Marks and promptly remove from your site and delete or otherwise destroy all links to the Partner Site, all GoAffPro Marks, all other Content, and any other materials provided or made available by or on behalf of us to you under this Operating Agreement or otherwise in connection with the Program. We may withhold accrued unpaid advertising fees for a reasonable period of time following termination to ensure that the correct amount is paid (e.g., to account for any cancelations or returns). Upon any termination of this Operating Agreement, all rights and obligations of the parties will be extinguished, except that the rights and obligations of the parties under Sections 5, 9, 10, 12, 13, 14, 16, 17, 18, 19, and 20, together with any accrued but unpaid payment obligations of us under this Operating Agreement, will survive the termination of this Operating Agreement. No termination of this Operating Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Operating Agreement prior to termination.

15. Modification

We may modify any of the terms and conditions contained in this Operating Agreement (and any Operational Documentation) at any time and in our sole discretion by posting a change notice, revised agreement, or revised Operational Documentation on the Partner Site or by sending notice of such modification to you by email to the email address then-currently associated with your Associates account (any such change by email will be effective on the date specified in such email and will in no event be less than two business days after the date the email is sent). Modifications may include, for example, changes to the Associates Program Advertising Fee Schedule, Associates Program Participation Requirements, payment procedures, and other Program requirements. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS OPERATING AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF ANY



MODIFICATION (E.G., THE DATE OF OUR POSTING OF A CHANGE NOTICE, REVISED OPERATING AGREEMENT, OR REVISED OPERATIONAL DOCUMENTATION ON THE PARTNER SITE OR THE DATE SPECIFIED IN ANY EMAIL TO YOU REGARDING SUCH MODIFICATION) WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

16. Relationship of Parties

You and we are independent contractors, and nothing in this Operating Agreement or the Operational Documentation will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us or our respective affiliates. You will have no authority to make or accept any offers or representations on our or our affiliates' behalf. You will not make any statement, whether on your site or otherwise, that contradicts or may contradict anything in this section. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Operating Agreement, you will be deemed to have taken the action yourself.

17. Limitation of Liability

WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING IN CONNECTION WITH THIS OPERATING AGREEMENT, THE PROGRAM, OPERATIONAL DOCUMENTATION, THE PARTNER SITE, THE GOAFFPRO SITE OR THE SERVICE OFFERINGS (DEFINED BELOW), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING IN CONNECTION WITH THIS OPERATING AGREEMENT, THE PROGRAM, THE PARTNER SITE, THE GOAFFPRO SITE AND THE SERVICE OFFERINGS WILL NOT EXCEED THE TOTAL ADVERTISING FEES PAID OR PAYABLE TO YOU UNDER THIS OPERATING AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED.

18. Disclaimers

THE PROGRAM, THE GOAFFPRO SITE, THE PARTNER SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE PARTNER SITE, ANY SPECIAL LINKS, LINK FORMATS, OPERATIONAL DOCUMENTATION, CONTENT, GOAFFPRO.COM DOMAIN NAME AND OUR AFFILIATES' TRADEMARKS AND LOGOS (INCLUDING THE GOAFFPRO MARKS), AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, MATERIALS, DATA, IMAGES, TEXT, AND OTHER INFORMATION AND CONTENT PROVIDED OR USED BY OR ON BEHALF OF US OR OUR AFFILIATES OR LICENSORS IN CONNECTION WITH THE PROGRAM (COLLECTIVELY THE



"SERVICE OFFERINGS") ARE PROVIDED "AS IS." NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE OFFERINGS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. WE MAY DISCONTINUE ANY SERVICE OFFERING, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY SERVICE OFFERING, AT ANY TIME AND FROM TIME TO TIME IN OUR SOLE DISCRETION. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE OF HARMFUL COMPONENTS. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR (A) ANY ERRORS, INACCURACIES, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTAGES OR SYSTEM FAILURES; OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, OR LOSS OF, YOUR SITE OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY OTHER PERSON OR ENTITY OR THROUGH THE PROGRAM, CONTENT, OPERATIONAL DOCUMENTATION, THE GOAFFPRO SITE, OR THE AFFILIATE-PROGRAM SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS OPERATING AGREEMENT. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (X) ANY LOSS OF PROSPECTIVE PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (Y) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS OPERATING AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM, OR (Z) ANY TERMINATION OF THIS OPERATING AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM.

19. Governing law and Disputes

This Operating Agreement will be governed by the laws of the Republic of India, without regard to the principle of conflict of laws. The courts at [Haryana] shall have the exclusive jurisdiction over any dispute relating or arising in any way from the matter under the Program or this Operating Agreement.



Notwithstanding anything to the contrary in this Operating Agreement, we may seek injunctive or other relief in any court of competent jurisdiction for any actual or alleged infringement of our or any other person or entity's intellectual property or proprietary rights. You further acknowledge and agree that our rights in the Content are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated or adequately compensated for in monetary damages.

20. Miscellaneous

You acknowledge and agree that we and our affiliates may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Operating Agreement or operate sites that are similar to or compete with your site. You may not assign this Operating Agreement, by operation of law or otherwise, without our express prior written approval. Subject to that restriction, this Operating Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Operating Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Operating Agreement. In the event of any conflict between this Operating Agreement and the Operational Documentation, the [Affiliate Program Excluded Products page](#) will control over this Operating Agreement, which will control over the remainder of the Operational Documentation. Whenever used in this Operating Agreement, the terms "include(s)," "including," "e.g.," and "for example" mean, respectively, "include(s), without limitation," "including, without limitation," "e.g., without limitation," and "for example, without limitation." Any determinations or updates that may be made by us, any actions that may be taken by us, and any approvals that may be given by us under this Operating Agreement, may be made, taken, or given in our sole discretion. Any information relating to us or our affiliates provided by us in connection with the Operating Agreement that is not known to the general public is considered ("Confidential Information"). You agree that: (a) all Confidential Information will remain GoAffPro's exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your performance under the Operating Agreement and ensure that persons who have access to Confidential Information will be made aware of and will comply with the obligations in this provision; and (c) you will not otherwise disclose Confidential Information to any individual, company, or other third party (other than your affiliates). You agree that we may, in our sole discretion, disclose or make available any information provided or submitted by you or related to your performance under this Operating Agreement to any judicial, quasi-judicial, governmental, regulatory or any other authority as may be required by us to co-operate and/ or comply with any of their orders, instructions or directions or to fulfill any requirements under applicable laws. You represent and warrant that you and your financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security



Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

MOBILE APPLICATION POLICY

These Mobile Guidelines ("Mobile Guidelines") apply to your inclusion of Special Links in your Approved Mobile Application. "We," "us," or "our" means GoAffPro.com, its Partner Sites or any of its affiliates, as the case may be. "You" means the user agent for the associate account associated with the Approved Mobile Application. All capitalized terms used below that are not defined on this page have the meanings given to them in the Operating Agreement. Strict compliance with these Mobile Guidelines is required at all times, and any violation of these Mobile Guidelines will automatically terminate the Operating Agreement.

Your Mobile Application:

1. must be free to download and all Referral links must be accessible without paying for access;
2. must have original content;
3. must not emulate our Partner Site own shopping app functionality (if any);
4. must not have price tracking and/or price alerting functionality, unless approved in advance by GoAffPro or its Partner Site in writing;
5. must not host or render Partner site's web pages in WebViews.

We may modify this Mobile Application Policy at any time and in our sole discretion by posting a change notice or revised or a revised Mobile Application Policy on the GoAffPro or the Partner Site. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE YOUR PARTICIPATION IN THE PROGRAM. YOUR CONTINUED INCLUSION OF SPECIAL LINKS IN YOUR APPROVED MOBILE APPLICATION FOLLOWING OUR POSTING OF A CHANGE NOTICE OR A REVISED MOBILE APPLICATION POLICY ON THE PARTNER SITE WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

We reserve the right, exercisable in its sole discretion, to take appropriate action against any use without permission or any use that does not conform to this Mobile Application Policy.

Saunav.com Affiliate Agreement requires you to disclose your affiliate relationship with Saunav.com whenever you offer an endorsement or testimonial of Saunav.com's services, including, in the form of publishing online rankings or reviews comparing service providers. Under the Federal Trade Commission (FTC) Guides Concerning the Use of Endorsements and



Testimonials in Advertising ("Endorsement Guidelines"), and as updated in 2015, you are required to disclose any material connections. The FTC is especially concerned about any financial incentives that would be of interest to a consumer reading your endorsement or testimonial (including reviews and rankings).

WHAT IT MEANS FOR YOU

If you provide reviews, rankings, endorsements, testimonials, blogs, or content of any kind about any Saunav.com service for which you receive commissions, you must clearly disclose the fact that you receive such compensation in a clear and prominent place in close proximity to your endorsement. This disclosure must appear on every page that includes your endorsement and cannot require the consumer to scroll through multiple page views, or click on secondary links behind vague words such as "Disclaimer."

The FTC takes the Endorsement Guidelines seriously and continues to bring enforcement actions against a wide range of companies, including marketers, advertisers, affiliates, PR agencies, web influencers, and others.

Saunav.com monitors affiliate sites to ensure that our services are represented appropriately and that they comply with the Endorsement Guidelines. As stated in our Affiliate Agreement, failure to comply with the Endorsement Guidelines could result in your removal from the Saunav.com affiliate program as well as the cancellation of all commissions due to you.

The FTC also offers a variety of resources to help make it easier for you to comply with the guidelines, including:

A. FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising

1. [The FTC's Revised Endorsement Guides: What People are Asking](#)
2. [Dot Com Disclosures: Information About Online Advertising](#)
3. [Native Advertising: A Guide for Businesses](#)

Tips on how to disclose that you receive affiliate commissions for sales made online.



Disclosures must meet these four basic requirements:

1. Disclosures must be "clear and conspicuous" whether they are in video, print, or audio content.
2. Language must be specific and easy to understand. This means, for example, you should identify which brands featured on your page pay you commissions, not merely that "some" do.
3. The location of the disclosure should be placed close to your endorsement or review. The font, color, and size of the disclosure should be such that it is easily noticed and read. And don't obscure the disclosure behind a vague, non-explanatory link, such as "disclosure" or "disclaimer."
4. The user shouldn't need to click, hover, or scroll to locate or understand the nature of your disclosure.

<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>

Please take steps immediately to make sure that your site is in compliance with these guidelines. Affiliates still have enjoyed great success after being ftc compliant.

Note: These links are intended to provide guidance only. If you provide endorsements of some type, you should obtain legal advice on how the FTC rules apply to you.