

# AFFILIATE SERVICE AGREEMENT

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WHEREAS, UAB "Click2Sell", located at Ateities str. 77-27, LT-06324 Vilnius, Lithuania, company code 300110581, VAT code LT100005028414, (hereinafter - "**Click2Sell**") is a provider of comprehensive e-commerce services including, but not limited to, affiliate management system, sales tracking and shopping cart software (the "**Services**");

WHEREAS, you ("you" or the "**Affiliate**") are an individual or entity that desires to subscribe to Click2Sell's Affiliate Program;

WHEREAS, [www.click2sell.eu](http://www.click2sell.eu) (the "**Website**") is secure online platform for using the Services;

WHEREAS, seller ( the "**Seller**") is the business owner and seller of digital products or services (the "**Products**");

WHEREAS, the buyer (the "**Buyer**") is person or entity that buys the Product for its own use from the Seller;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereby stipulate, agree and enter into the agreement (the "**Agreement**") as follows:

## 1. GENERAL PROVISIONS AND SCOPE OF THE AGREEMENT

1.1. This Agreement sets out general terms and conditions for using the Affiliate Program.

1.2. The Affiliate commits to pay for the Services and use the Services in a lawful manner, while Click2Sell commits to provide good quality Services.

1.3. This Agreement is a long-term contract.

## 2. ACCEPTANCE AND CHANGES TO THE AGREEMENT

2.1. Your access to and use of the Website and/or any Services is subject exclusively to this Agreement. BY REGISTERING FOR AND USING THE WEBSITE OR THE SERVICES YOU AGREE AND ACCEPT ALL OF THE THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND ALL THE POLICIES AND GUIDELINES THAT ARE INCORPORATED BY REFERENCE (INCLUDING, BUT NOT LIMITED TO, THE PRIVACY POLICY, THE FEES SCHEDULE AND THE PROHIBITED PRODUCTS LIST). You agree that any use by you of the Website and/or the Services shall constitute your acceptance of the Agreement and we recommend that you store or print-off a copy of the Agreement (including all policies) for your records. If you do not accept these terms and conditions you must immediately stop using the Website and/or the Services.

2.2. The Agreement comes into effect when the Affiliate completes the registration at the Website, and it is valid for unlimited time.

2.3. Click2Sell may change, amend, delete or add to this Agreement or any of the terms and conditions contained in any policies or rules governing the Website and/or the Services at any time and in its sole discretion. Any such changes will be effective upon the posting of the revised Agreement or such policies and rules on the Website and you are solely responsible for reviewing any such notice and the corresponding changes to the Agreement. Your continued use of the Website and/or the Services following any such revisions to the Agreement or such policies and rules will constitute your acceptance of such changes. If you do not agree to any such changes, do not continue to use the Website and the Services and close your Account.

2.4. Click2Sell may at any time change or remove (temporarily or permanently) the Website, Products, Sellers and Affiliates and their information from the Website without indicating the reasons of such change or removal and you confirm that Click2Sell shall not be liable to you for any such change or removal.

### 3. YOUR ACCOUNT

3.1. The Affiliate, who wants to start using the Services, has to register at the Website. After you agree to be bound by this Agreement and complete the registration form, Click2Sell will establish an account for you (the "**Account**") and provide you with the unique logon ID and password. Click2Sell is entitled to refuse to register a new Affiliate without indicating the reasons.

3.2. You can register more than one Account with Click2Sell. If you intend to use the Website both for meeting your needs as a natural person, and as a representative of a legal entity, then you have to create two separate Accounts in the Website – one for yourself as an individual user and another - for a legal person. It is prohibited to use the same Account for meeting the needs of both natural and legal person.

3.3. Use of the Website or/and the Services are limited to parties that are 18 years old or older and lawfully can enter into and form contracts under applicable law. To register, you must provide your information required in the registration form. Click2Sell will apply its undertakings and exercise its rights referring to this information. You authorize Click2Sell to verify the accuracy of your information and to perform credit or background checks as it desires. Click2Sell can also request you to provide any documents required to perform either your background check or check of your provided information. Particular documents that have to be submitted will be specified in the notification to you.

3.4. You are solely responsible for maintaining the confidentiality of your unique logon ID and password, and for their use. As traffic on this Website may be monitored, evidence of the use of the logon ID can be produced to support or defend any dispute or actionable cause or matter which arises in relation to your usage of the Service and/or the Website.

3.5. You confirm that at the registration at the Website you have entered correct data about yourself and that afterwards, when changing or adding this data in the Account, you will enter only correct data. The Affiliate shall bear any losses that occur regarding to the submission of invalid/incorrect data. You unconditionally warrant that any Product characteristics submitted by you at the Website and any other information, data and/or content you provide: (i) will be correct, accurate and not misleading or otherwise deceptive; (ii) will not infringe the intellectual property rights of Click2Sell or any third party such as copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy; (iii) will

not violate any law, statute, or regulation; (iv) will not be defamatory or libelous, and, (v) will not create liability for Click2Sell.

3.6. You shall not use the Website and/or the Services for any purpose that is unlawful or prohibited by this Agreement and legal requirements. The Affiliate's registration at the Website implies the Affiliate's confirmation and a guarantee that by using the Services the Affiliate will act honestly and in such way that it would meet the interests of both the Affiliate and Click2Sell. Click2Sell has a right to restrict the Affiliate's usage of the Website and/or the Services without prior notice if the Affiliate uses the Website in unlawful or other unaccepted way.

## **4. CLICK2SELL ROLE**

4.1. Click2Sell provides a platform for third-party Sellers and Buyers to negotiate and complete transactions. Click2Sell is not involved in the actual transaction between Sellers and Buyers and is not the agent of and has no authority for either of them for any purpose.

4.2. Click2Sell Affiliate Program provides a platform for third-party Affiliates to promote Seller's Products listed for sale in the Website on the Affiliate's webpage (the "Affiliate's Webpage") and refer Buyers to the Website in exchange for the referral fee as described in this Agreement.

4.3. When Buyers make a purchase from the Seller through the Website and/or the Services, they are purchasing the Product from the Seller and not from Click2Sell. Click2Sell has no control over Buyers who make purchases or the ability of Buyers to pay for Products they may purchase from Sellers. Click2Sell has no responsibility to ensure that the Buyer completes a transaction with the Seller or makes final payment to the Seller. In no case Click2Sell is the owner of Products and has no obligation to control and inspect the quality of Products.

## **5. PRODUCT OWNERSHIP**

5.1. The Seller (not Click2Sell or the Affiliate) is the owner of his Products.

## **6. PRODUCT PROMOTION**

6.1. As a member of the Affiliate Program you shall download the code that provides the links to the web pages within the Website (the "Link") from your Account page on the Website and make them available on your Affiliate's Webpage. You are free to choose the Products listed on the Website which you wish to promote and refer Buyers to. You acknowledge and agree to ensure that you only display the latest available Links in the format that they are made available to you whether by means of a graphic or text link without any changes, alterations, additions and/or deletions and only use the Links to link to the Website. Any graphic links should only use the graphics supplied by Click2Sell and in the format, dimensions and colors supplied by Click2Sell.

6.2. You shall ensure that all the Links operate correctly and redirect Buyers to the requested part of the Website. If any Link fails or breaks you shall take all necessary steps to correct the problem within a reasonable period of time.

6.3. Click2Sell reserves the right to change the Links, modify and delete the Products, suspend or terminate the listing of any Sellers' Product and accounts without notice to you or your consent. Click2Sell shall have no liability or obligation for any such changes, even if they damage or eliminate all your Links. You are solely responsible for a timely, accurate and proper update of the Links on your Affiliate's Webpage.

6.4. You shall not to misrepresent or in any way make damage to Click2Sell, the Website, Sellers, Products, Services and/or the Affiliate Program. You shall not use Click2Sell's logo or any image and texts Links in any way which could dilute the identity of such logo, image or text or could cause confusion to the public. You shall also not to promote Products on websites that make available or promote sexually explicit material, violence, warez or pirated materials, or sites that promote discrimination based on race, sex, religion, national origin, or physical disability or sites that promote illegal activities.

6.5. You shall not promote the Website and Products by use of "spamming", unsolicited commercial email, postings to forums, message boards, non-commercial newsgroups and cross-posting to multiple newsgroups at once or advertise in any way that effectively conceals or misrepresents your identity, your domain name or your return email address or in any other way that is likely to tarnish or damage Click2Sell's reputation. In addition, you (i) shall not use the Website address or any combination of Click2Sell name in the meta tags keywords or description of any web page, (ii) submit the Website address or any confusingly similar web site address to any search engine or directory, or (iii) register any domain name confusingly similarly (or deliberately misspelled) to that of the Website address.

6.6. You shall not promote the Website and Products by use of "spamming", unsolicited commercial email, postings to forums, message boards, non-commercial newsgroups and cross-posting to multiple newsgroups at once or advertise in any way that effectively conceals or misrepresents your identity, your domain name or your return email address or in any other way that is likely to tarnish or damage Click2Sell's reputation. In addition, you (i) shall not use the Website address or any combination of Click2Sell name in the meta tags keywords or description of any web page, (ii) submit the Website address or any confusingly similar web site address to any search engine or directory, or (iii) register any domain name confusingly similarly (or deliberately misspelled) to that of the Website address.

6.7. You shall not purchase Products through the Affiliate Program for your own use or that of your household, friends or relatives or for commercial use of any kind. You must not directly or indirectly offer any person any consideration or incentive, including, without limitation, payment of money or awarding of any benefits, for using the Links on your Website to access our Website. In addition to any other rights we may have, such actions may result, at our sole discretion, in the withholding of referral fees and/or the termination of this Agreement.

## **7. SERVICE FEES AND PAYMENTS**

7.1. For a sale to generate a referral fee, the Buyer must follow the Link from your Affiliate's Webpage to the web pages within the Website which is indicated in the Link, purchase the Product from the Seller and pay the full price for the purchased Product to the Seller. The referral fees will also be calculated for any Products that are purchased after the Buyer has re-entered our Website in other way than through the Links from your Affiliate's Webpage within six (6) months after he/she entered the Website through the Link. Returning Buyers will be traced and identified using cookies or other adequate technology chosen in Click2Sell's sole discretion and you agree that such technologies and data stored by Click2Sell shall be a sufficient, relevant and suitable proof to calculate the referral fees.

7.2. Contingent upon the purchase by the Buyer of the Product as described in this Agreement, you shall earn the referral fees in accordance with the terms set forth in the Fees Schedule ([link](#)). The costs for

dispatching, handling, taxes (including VAT if any), service charges, returns and credit card processing fees, according to the commission rates fixed by Click2Sell will be deducted from the Product price of which the referral fee will be calculated from.

7.3. Referral fees can be paid by the Seller of the purchased Product or by Click2Sell to your PayPal ([link](#)) or Moneybookers ([link](#)) accounts. You are solely responsible for opening and maintaining your PayPal ([link](#)) or Moneybookers ([link](#)) accounts and providing Click2Sell and the Seller with the correct information sufficient to make settlements.

7.4. The Seller of the purchased Product as described in this Agreement is solely responsible for the calculation and payment of any referral fees. You acknowledge and agree that Click2Sell has no responsibility to calculate or remit any referral fees. You hereby agree to fully indemnify, defend and hold Click2Sell (and its affiliated entities) harmless from any and all claims, demands, damages, awards, fines, costs, expenses and liability in any way associated with the foregoing obligations or otherwise with respect to any claim, demand or allegation of any referral fee in any way associated with any sale made by the Buyer.

7.5. However, Click2Sell at any time and in its sole discretion may choose to pay you the referral fee or any part of it instead of any of the Sellers. In such case, you shall waive you rights to claim the referral fee from the Seller in the amount that was paid to you by Click2Sell and you agree that Click2Sell on its own behalf claims this amount from the Seller.

7.6. The sums due to the Affiliate shall be clearly shown in the Sales reports in the Affiliate's Account.

7.7. Click2Sell may also temporarily hold any portion of the funds in your Account if Click2Sell, in its sole discretion, determines such action is needed to secure payment for, performance of, and/or assurances regarding any liabilities, obligations, or indebtedness you may incur with Click2Sell or any other third party.

## **8. TAXES**

8.1. You agree that you are solely responsible for determining the amount of any taxes that you may owe as a result of the referral fees, and are solely responsible to collect, report and remit any such taxes required under law applicable to you. You acknowledge and agree that Click2Sell has no responsibility to collect, report or remit any applicable taxes in connection with the referral fees. You hereby agree to fully indemnify, defend and hold Click2Sell (and its affiliated entities) harmless from any and all claims, demands, damages, awards, fines, costs, expenses and liability in any way associated with the foregoing obligations or otherwise with respect to any claim, demand or allegation of any tax in any way associated with the referral fees.

## **9. INTELLECTUAL PROPERTY**

9.1. The URLs representing the Click2Sell Website(s), "Click2Sell," and all related logos of our Services described in our Website are either copyrighted by Click2Sell, trademarks or registered trademarks of Click2Sell or its licensors. In addition, all page headers, custom graphics, design, button icons, scripts and source code are copyrighted by Click2Sell. You may not copy, imitate, modify, alter, amend or use them without our prior written consent. All right, title and interest in and to the Website and any content thereon is the exclusive property of Click2Sell and its licensors.

## **10. PRIVACY AND PERSONAL DATA MANAGEMENT**

10.1. You shall agree and comply with the procedures and conditions set in the Click2Sell's Privacy Policy ([link](#)).

10.2. Your personal data that you provide will be used to identify you as the Affiliate and to execute this Agreement.

10.3. You acknowledge and agree that Click2Sell may provide to Sellers information that is reasonably necessary for them to communicate with you regarding any issues that may arise in connection with their purchase or Product, or referral. You agree that Click2Sell shall not be liable for the collection and/or disclosure of such information to the Seller.

10.4. You shall not use any information about other Website and/or Services users which may become known to you from the Website or which may be disclosed to you by Click2Sell, except to enter and complete transactions, and not to use any such information for purposes of solicitation, sending unsolicited email or spamming, harassment, or other activities that Click2Sell deems unacceptable or objectionable.

## **11. TERMINATION (LIMITATION) OF THE AGREEMENT**

11.1. The term of this Agreement is for a period of time when you successfully register for the Click2Sell Account until this Agreement is terminated for whatever reason. You may close your Account and terminate this Agreement at any time by logging in to your Account and then following the instructions. Account cancellation shall mean the Agreement termination.

11.2. At any time and for any reason in its sole discretion Click2Sell may terminate this Agreement, your access to the Website and/or the Services, your Account and may halt any pending listings or sales at any time without notice to you. Click2Sell shall have no liability or obligation for the termination of this Agreement.

11.3. You may not close your Account to evade an investigation on your fraudulent activities. If you attempt to close your Account while we are conducting an investigation, we may hold your funds for up to 180 Days to protect Click2Sell or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liabilities of whatever nature. You will remain liable for all obligations related to your Account even after the Account is closed.

## **12. INDEMNIFICATION**

12.1. You agree to indemnify and hold Click2Sell, its parent, sister companies, subsidiaries, affiliates, service providers, sellers, distributors, licensors, officers, directors and its employees harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Click2Sell arising out of any breach by you of this Agreement or other liabilities arising out of your use of this Website or the Services.

12.2. You are responsible for all reversals, chargebacks, fees, fines, penalties and other liability and/or losses incurred by Click2Sell, the Buyer, or a third party caused by your use of the Services and/or arising from your breach of this Agreement. You agree to reimburse Click2Sell, the Buyer, or a third party for any and all such liability.

12.3. If the Buyer claims for damage reimbursement in relation to your Product, you must immediately act on reimbursing such damage.

12.4. If you sell Products that does not comply with statutory requirements and state authorities apply sanctions to Click2Sell for listing such Products to Buyers, you must reimburse these losses to Click2Sell.

### **13. EXCLUSION OF WARRANTIES AND LIABILITY**

13.1. YOU SHALL ACCEPT THE WEBSITE AND THE SERVICES "AS IS" WITH ANY FAULTS OR FAILINGS AND WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF ACCURACY, COMPLETENESS, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

13.2. IN NO EVENT WILL CLICK2SELL BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGES OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH ANY YOUR OR CUSTOMER'S ACCESS TO, OR USE OF THE WEBSITE AND/OR SERVICES, ANY MATERIAL THEREON OR ANY PRODUCTS, GOODS, MATERIALS OR SERVICES AVAILABLE THEREFROM, WHETHER BASED IN CONTRACT, TORT AND WHETHER NEGLIGENT OR OTHERWISE, EVEN IF CLICK2SELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THIS EXCLUSION OF LIABILITY IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE UNLAWFUL, BUT THAT LIABILITY MAY BE LAWFULLY LIMITED, CLICK2SELL'S AGGREGATE TOTAL LIABILITY TO YOU FOR ALL SUCH DAMAGES AND LOSSES SHALL BE LIMITED TO THE 50 USD.

13.3. CLICK2SELL DOES NOT WARRANT THE CONTENT OR ACCURACY OF ANY MATERIAL OR OTHER INFORMATION ON THE WEBSITE, THE RESPONSIBILITY FOR WHICH RESTS WITH YOU.

13.4. CLICK2SELL MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, REGARDING POTENTIAL INCOME THAT MAY RESULT FROM PARTICIPATION IN THE PROGRAM AND CLICK2SELL SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES IN REGARDS TO AFFILIATE'S EARNING POTENTIAL.

13.5. BECAUSE CLICK2SELL IS NOT INVOLVED IN ANY TRANSACTIONS BETWEEN THE SELLERS AND THE AFFILIATES, IN CASE OF A DISPUTE BETWEEN ONE OR MORE AFFILIATES AND SELLERS, YOU SHALL RELEASE CLICK2SELL (INCLUDING ITS AGENTS AND EMPLOYEES) FROM ANY CLAIMS, DEMANDS, AND ACTUAL AND CONSEQUENTIAL DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

### **14. MISCELLANEOUS PROVISIONS**

14.1. If any section or portion(s) of this Agreement is declared invalid by any court of competent jurisdiction or a government agency having jurisdiction, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those to which it is held invalid by such court, shall not be affected thereby, and this Agreement shall remain in full force and effect. To the

extent possible, the parties shall reform such invalidated section or portion(s) thereof in a manner that will render such provision valid without impairing the parties' original intent.

14.2. This Agreement is personal to you and it can not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Agreement and the rights and/or obligations stipulated in this Agreement shall be null and void. Click2Sell may freely assign this Agreement without consent or notice.

14.3. All the notices, consents and other communication of the parties related to this Agreement shall be delivered via e-mail or in the Account panel.

14.4. These Terms and Conditions shall be interpreted and governed in general by the laws of the Republic of Lithuania, without respect to the conflict of laws provisions. Any dispute or claim with respect to the validity, construction or enforceability of these Terms and Conditions or arising out of or in relation to these Terms and Conditions, or for the breach hereof shall be initially resolved by the parties in good faith within thirty (30) days from the day of notice by any of the parties to the other party as to the existence of a dispute or claim. The dispute not settled by the parties through negotiations or correspondence shall be adjudicated by the Court of the Republic of Lithuania in accordance with the procedure determined in the regulatory enactments of the Republic of Lithuania.