

# Publisher Terms and Conditions

vCommission ACTIVELY monitors traffic for Fraud. If we detect Fraud, your account will be made inactive pending further investigation.

All websites, newsletters, companies, or individuals need official approval from vCommission (<https://vcommission.com>) before they can become an (Affiliate/Publisher/Partner). Only websites and newsletters that have been reviewed and approved are permitted to use the programs. vCommission reserves the right to withhold or refuse approval on any website, newsletter, company, or individual for any reason, whatsoever. Publisher will be notified of Publisher's acceptance or rejection via email. We may reject Publisher's application or terminate Publisher's account at any time, at Our sole discretion.

In order to be eligible for "Leads Program" Publisher approval, all websites and newsletters must meet the following criteria:

- Be content-based, not simply a list of links or advertisements, nor can the site be centred around making money off of our Advertisers
- Be written in English and contain only English language content
- Have a top-level name
- Cannot offer incentives to users to click on ads; incentives include but are not limited to awarding them cash, points, prizes, contest entries, etc.
- Be fully functional at all levels; no "under construction" sites or sections
- Spawning process pop-ups and exit pop-ups are prohibited for click approved affiliates
- The content of the website and/or newsletter cannot contain any adult content nor link from, or to, any adult materials including but not limited to:
  - Explicit, vulgar or obscene language
  - Posting or referencing sexually explicit images or other offensive content
  - Promotion of adult services, such as phone sex or escort services
  - The content of the website and/or newsletter cannot infringe on any personal, intellectual property or copyrights including but not limited to:

- Racial, ethnic, political, hate-mongering or otherwise objectionable content
- Investment, money-making opportunities or advice not permitted under law
- Gratuitous violence or profanity
- Material that defames, abuses, or threatens physical harm to others or to you
- Promotion of illegal substances or activities such as illegal online gambling, how to build a bomb, counterfeiting money, etc.
- Software Pirating (e.g., Warez, Hotline)
- Hacking or Phreaking
- Any illegal activity whatsoever
- Any questionable or controversial subject matter
- Any spoofing, reing, or trafficking from adult-related websites in an effort to gain traffic
- Publisher cannot place our advertisements into your framed environment unless approved by vCommission in writing
- Publisher's website and/or newsletter cannot be 'point, lottery, or rewards' based encouraging users to click on our Advertisers' banners or use our Advertisers to generate revenue for users to win points, get rewards, or other incentives unless expressly approved in writing from vCommission.
- Publisher cannot indulge in cookie stuffing or any other means where the click/lead is generated while the person is unaware of it

Publisher will provide vCommission with a Federal Tax ID, Social Security Number, PAN Number or other forms of identification reasonably requested for payment and/or identification purposes. Publisher's failure to supply the required information will constitute a basis for terminating these Terms and Conditions and for forfeiting any Commissions to which Publisher would otherwise be entitled under these Terms and Conditions. We will not accept applications with PO Box addresses.

Lost Check/Cheque: If the publisher loses or misplaces his check, he will only be issued a new one after six months of check issue. He can choose to get paid via an

alternate payment method after six months have elapsed. vCommission is not held responsible if the Publisher loses or misplaces his check.

vCommission may also require proof of identity and address. The publisher's failure to supply a copy of Government issued identity card and a utility bill may lead to frozen payments. vCommission may also require the Publisher to produce a copy of his documents for further investigation.

In order to be approved as a "Click Program" Publisher, all websites and newsletters must meet the following criteria:

- Be approved as a "Leads Program" Publisher
- Be content-based, not simply a list of links or advertisements, nor can the site be centred around making money off of our Advertisers
- Cannot offer incentives to users to click on ads; incentives include but are not limited to awarding them cash, points, prizes, contest entries, etc.
- Spawning process pop-ups and exit pop-ups are prohibited

If you fraudulently add leads or clicks or inflate leads or clicks by fraudulent traffic generation (as determined solely by vCommission, such as pre-population of forms or mechanisms not approved by vCommission.), you will forfeit your entire commission for all programs and your account will be terminated vCommission reserves sole judgment in determining fraud, and you agree to this clause. It is the OBLIGATION of the Publisher to prove to vCommission that they are NOT committing fraud. vCommission will hold your payment in 'Pending Status' until you have satisfactorily provided evidence that you are not defrauding the system. We flag accounts that:

- Have click-through rates that are much higher than industry averages and where solid justification is not evident
- Have ONLY click programs generating clicks with no indication by site traffic that it can sustain the clicks reported
- Have shown fraudulent leads as determined by our clients
- Use fake redirects, automated software, and/or fraud to generate clicks or leads from our programs

Filling out the Publisher Sign Up form constitutes an agreement between vCommission and the Publisher. The commission payment that is generated to the Publisher varies per registered subscriber to the programs offered and/or per click. This commission payment is usually made 30 days (NET30) after the end of the month and after receiving payment from the Advertiser. We pay within the first week of every month after the stipulated hold cycle of 30 days (as mentioned above) is reached.

Delinquent Advertiser payments received by vCommission will be credited to the Publisher in the month that they are received. vCommission does not guarantee payment to the Publisher if the Advertiser does not pay vCommission.

vCommission is not liable to pay any overdue interests for the delay in payments.

As a member of the Program, Publisher understands that Publisher is an independent contractor and not an employee, agent, legal representative, or franchisee of vCommission. Publisher further agrees and understands that you have no authority to incur any debt, expense or obligation on behalf of, for, or in the name of vCommission.

Commission payment totals must exceed \$100.00 otherwise this payment will not be made until the \$100.00 minimum is reached.

Commission rates are subject to change from time to time, without notice upon posting on Our Website. A Commission will only be paid if the User to an approved Program website can be tracked by the system from the time of the click on Publisher's Link to the time of the sale. No Commission will be paid if the User's payment to the Program cannot be tracked directly to Publisher's site by Our System or if full payment for services is not made by the User. vCommission reserves the right, in its sole and exclusive discretion, to alter or modify the Program at any time including the method and terms of all payment benefits to the Publisher. Any changes posted to the payout details (before and/or after the lead/sale has been generated) shall be binding upon the Publisher immediately upon posting the changes. The commissions due to the publisher are also subject to approval by the advertiser within the NET30 payment cycle. It shall be Publisher's obligation to check the payout details to determine if there have been any changes in the Program.

Publisher agrees not to carry objectionable materials on their website which would revoke their affiliation as determined by vCommission. Publisher will only run approved banners and text in their advertising of our programs and will NOT create their own banners or advertising text, unless expressly approved in writing from vCommission. Violation of this forfeits your commissions. Publisher WILL NOT spam or send unsolicited email mentioning or promoting the Publisher programs. Any violation of this will result in the Publisher being liable for damages of \$100.00 per email sent and other damages as deemed by a court of law.

Publisher may use any form of promotion Publisher chooses, consistent with the terms of these Terms and Conditions and the law. Publisher may use banner advertisements, button links and/or text links (collectively hereafter the "Links"), contextual links for popup advertisements and email that is compliant with all laws of any jurisdiction in which the email is required to comply (including but not limited to the CAN-SPAM Act of 2003 <http://www.spamlaws.com/federal/can-spam.shtml> ("CAN-SPAM")) to approved websites within the Program. Allowable promotional Links may contain vCommission's trade names, service marks, and/or logos for display on Publisher's Affiliate Site. Publisher may use the banners and buttons provided by vCommission and available for download on Our Site. Please only use the links in our affiliate area. We may refuse to pay Commissions for the Publisher's use of creatives that were not approved by us. If the campaigns say WEB ONLY, those are only allowed on websites. If the campaigns say EMAIL ONLY, the Publisher must limit any emailing to lists that are fully compliant with all state and federal laws (including CAN-SPAM). If campaigns say CONTEXTUAL LINK ONLY, please use those links if you want to send traffic directly to the Programs' website(s). This type of advertising is mainly used for popup networks or text links.

Bulk Email. Publishers are required to follow all laws (state, federal or otherwise) related to bulk email, these Terms and Conditions as well as the terms of any third-party ISP, hosting company or website Publisher use related to Publisher's sending email pursuant to these Terms and Conditions. The publisher is required to follow all laws or other requirements in order to remain an Affiliate of vCommission and to receive Commissions. While the use of bulk email is not per se illegal, any use of email lists must be done in strict compliance with the law and the terms and conditions of

third party ISPs and hosting companies. Publishers need to be aware of the fact that many service providers, such as America Online, Inc., Microsoft (through its MSN and Hotmail services), as well as many other hosting companies may have their own standards and policies when it comes to sending email to their members. Publishers represent that Publisher is familiar with these policies and agree to abide by the terms and conditions.

SPAM. We have a strict policy regarding unsolicited commercial electronic mail ("SPAM") and will not tolerate any SPAM as defined by the CAN-SPAM Act (15 U.S.C. §7701 et seq.); any state laws, or any applicable international laws (by way of example, Publisher should be familiar with laws concerning SPAM, including those set forth in <http://www.spamlaws.com/federal/can-spam.shtml>). Should We receive complaints of SPAM sent by an Affiliate, vCommission has the right to take any and all steps reasonably necessary to investigate whether the Affiliate has improperly sent SPAM and vCommission may issue a warning or may suspend or terminate an Affiliate at any time based upon the results of vCommission's investigation. The determination of what steps should be taken will be evaluated by vCommission on a case by case basis. The factors that will determine the actions taken by vCommission may include, but not be limited to, the number of improper emails sent, whether Publisher have received any prior complaints, Publisher's response to any complaints and Publisher's explanation of any complaints. Publisher will also be liable to pay compensation for any damage/loss incurred (as mentioned above) to vCommission.

If Publisher promotes vCommission's Programs using email, Publisher's email lists should be updated regularly to remove any individuals that request removal. Publisher should refrain from using proxies or using deceptive header information that may cause a potential User confusion. We strongly recommend the use of "opt-in" email lists and "double opt-in" whenever possible. Any email recipient should have requested or agreed to receive information regarding the types of business promoted by vCommission's Programs. All house generated lists must have record-keeping including IP address and date stamp to prove that the list subscriber has indeed requested mail from the sender's sites.

Editing of an Advertiser's program images or copy is strictly prohibited. Publisher will only use approved banners and text to link to an Advertiser's sign-up pages. (Affiliates, Publishers, Partners) will not mislead people to make it seem that they are signing up for an offer that is offered by the Publisher site. Publisher can ONLY use banners and approved text, any other use of link and sign-up processes will result in the loss of all sign ups/leads accrued for the Publisher.

vCommission reserves the right to terminate any (Affiliate's, Publisher's, Partner's) contract for any reason whatsoever. Termination notice will be provided via e-mail and will be effective immediately. All legitimate money due to Publisher will be paid during the next billing cycle. If Publisher defrauds the system, then payment is revoked as determined solely by vCommission. Publisher guarantees that all content, products, and services on your web site are legal to distribute and that you own or have the legal right to use any and all copyrighted material.

Publisher irrevocably covenants, promises and agrees to indemnify vCommission and to hold vCommission harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, arising from any and all claims and lawsuits for copyright, slander, libel, and trademark violation as well as all other claims resulting from member's web pages.

If any Publisher violates or refuses to take part in their responsibilities, or commits fraudulent activity against us, vCommission reserves the right to withhold payment and take appropriate legal action to cover its damages.

vCommission reserves the right to change any conditions of this contract at any time. Change notices are sent to (Affiliates, Publishers, Partners) by email, and (Affiliates, Publishers, Partners) are responsible for complying with any changes to the contract within 5 calendar days from the date of the change. Failure of the Publisher to terminate the agreement within those 5 calendar days will constitute acceptance of the changes to this contract.

vCommission gives no warranty, express or implied, for any and all services and products provided, including, but not limited to, warranty of merchantability and warranty of fitness for a particular purpose. This statement expressly includes any

reimbursement for losses of income due to disruption of service by vCommission or its upstream providers.

You agree to settle any dispute under this agreement under the laws of the Republic of India without prejudice to its conflict of laws rules. Any litigation arising under this Agreement will be brought in the federal or state courts of New Delhi, India.

Any legal action taken by an advertiser, agency, client, person, or entity against vCommission for actions of you (the affiliate) that violate these terms and conditions, you accept that vCommission will work with the advertiser, agency, client, person, or entity to divulge your personal information. Publisher also agrees that vCommission is not liable for your actions, and you will bear all costs (legal or otherwise) that vCommission incurs if vCommission is sued by advertiser, client, agency, person, or entity.

If any provision of this agreement shall be held or made invalid or unenforceable by a court decision, statute, rule or otherwise, the remaining provisions of this agreement shall not be affected thereby. If Publisher's participation in the Program is terminated for any reason, Publisher ceases to be a Participating Member in good standing, or Publisher cease to offer services on the Internet, Publisher shall immediately and permanently cease all use of all materials provided to Publisher by Us, through the Program or otherwise, and Publisher will remove all such materials from Publisher's website. Further, Publisher will immediately cease using vCommission's marks and remove any materials supplied to Publisher by vCommission or referring to the Program websites, including without limitation any banner ads, from Publisher's website.

Payments issued to Indians:

- Indian publishers will be paid via Check/Cheque or NEFT only.
- Payment made will be according to RBI guidelines.
- TDS @ 1% for Individuals and @ 2% for companies will be deducted. Indian publishers are requested to submit a copy of their PAN card to be able to receive payments.

Update October 2014: The recently announced Budget 2014 introduced a major amendment that would impact the whole Digital Advertising Industry. Prior to 2014, Digital Ads were specifically exempted from the levy of Service Tax and were specifically mentioned in the Negative List of Services. However, this exemption has now been withdrawn and Digital Ads no more form a part of the Negative List of Services. As this exemption has now been withdrawn, Service Tax on all Digital Ads on Websites and Mobiles would be levied @ 12.36%. Please Note: As per the above notice vCommission will pay the service tax component on each invoice wef 1st Oct 2014. If you have any questions regarding this, please reply to this email immediately.

The publisher must be 18 years or older to sign up as a vCommission Publisher.

**By signing up as a publisher, you agree to vCommission's Publisher Terms.**

Publisher Declaration:

I have read these Terms and Conditions and will abide by it, including the compliance with all laws related to the promotion of vCommission's Programs. I further acknowledge that it is my responsibility to review these Terms and Conditions regularly for any modifications.