

DLG Affiliate Terms and Conditions

You must agree to the following: This Agreement contains the complete terms and conditions that apply to your participation as a member of the DLG affiliate program operated by Data Locator Group Ltd (hereinafter, "DLG," "we" or "us). As used in this Agreement, "you" or "your" means the applicant/participating member. The term "Action" refers to the activity generated from the affiliate that results in a commission being paid, including Cost per Click ("CPC"), Cost per Lead ("CPL"), Cost per Action ("CPA") and Revenue Share ("%")

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND Data Locator Group Ltd.

BY SIGNING-UP YOU ARE AFFIRMATIVELY STATING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH HEREIN AND ARE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AFFILIATE AGREEMENT AND THAT YOU AGREE TO BE BOUND BY THE TERMS HEREOF. YOU CANNOT BECOME A MEMBER OF THE AFFILIATE PROGRAM UNLESS YOU HAVE ACCEPTED EACH AND EVERY TERM HEREOF.

1. ENROLLMENT IN THE AFFILIATE PROGRAM

1.1 You will submit a completed DLG Application through our websites. We will evaluate your application in good faith and will notify you of your acceptance or rejection. DLG may reject your application if it is determined that your site is unsuitable for the program for any reason, including, but not limited to, if your site incorporates images or content that is unlawful, defamatory, obscene, harassing, explicit or vulgar language, sexually explicit images, advertisement of adult services, racial, ethnic, political, hate mongering, gratuitous violence or profanity, material that defames, abuses, or threatens 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, Hacking or Phreaking, any illegal activity whatsoever, any questionable or controversial subject matter or otherwise objectionable, such as sites that facilitate illegal activity or promote or assist others in promoting copyright infringement (collectively, "Content Restrictions").

1.2 You must be 18 years or older to sign up as an Affiliate.

2. OBLIGATIONS OF THE PARTIES

2.1 As the owner/operator of an affiliate website of DLG ("Affiliate Site"), you may use any form of promotion you choose, consistent with the terms of this Agreement. You may use banner advertisements, button links, text links and/or creatives provided by us or via our merchants / third parties (the "Links"), however, you CANNOT SPAM. Any activity by you or on your behalf that we determine or reasonably suspect to be the result of an unsolicited e-mail Network will result in your immediate termination from the DLG program and your forfeiting of monies otherwise due to you hereunder. Any violation of this will result in the Affiliate being charged £50 for each consumer complaint made to DLG or its advertisers and for all resulting damages incurred by DLG.

2.2 Allowable promotional links may contain DLG's trade names, service marks, and/or logos for display on your Affiliate Site. Subject to the terms and conditions hereof, you are granted a limited, non-exclusive, non-transferable license to access and download such Links and other designated promotional materials for placement on your Affiliate Site for the sole and exclusive purpose of promoting websites within the DLG program.

2.3 In utilizing the Links, you agree that you will cooperate fully with us in order to establish and maintain such Link or Links. The affiliate 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 DLG. Any other use of

sign up processes will result in the loss of all sign ups / leads / actions accrued for the affiliate. Violation of any part of this forfeits your commissions.

- 2.4 DLG will provide details of campaign payouts within your user area; these are subject to change and are specified individually per campaign. A commission will only be paid if the visitor to your or our site can be tracked by the system from the time of the Link to the time of the action and your tracking link is complete and unaltered. No commission will be paid if the visitor's completion of our programs cannot be tracked directly to your site by our system.
- 2.5 Commissions due and owing to you shall be confirmed in your affiliate account within 5 working days from month end, and will appear in the Bills section of your Dashboard tab. If your commission is over the £50 threshold, you shall send a VAT invoice to Data Locator Group Limited for sums due in respect of the confirmed Commission during the preceding month, to be paid by bank transfer. Invoices should be sent to dlgaccounts@dlg.co.uk, and will be paid to the Affiliate within 30 days of receipt. Commissions of less than £50 will be carried over. For none direct campaigns DLG does not guarantee payment to the Affiliate if for any reason the merchant or third party for that campaign does not pay DLG.
- 2.6 You will be solely responsible for the development, operation and maintenance of your site and for all materials that appear on your site. Your site must be fully functional at all levels; no "under construction" sites or sections DLG shall have no responsibility for the development, operation and maintenance of your site and for all materials that appear on your site. You shall also be responsible for ensuring that materials posted on your site do not violate or infringe upon any laws or the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights), and ensuring that materials posted on your site are not libelous or otherwise illegal. You must have express permission to use another party's copyrighted or other proprietary material. DLG will not be responsible if you use another party's copyrighted or other proprietary material in violation of the law. In addition to the

foregoing, we will immediately terminate your participation in the program if we believe you have engaged in any of the following:

- 2.7 Any form of spamming including, but not limited to unsolicited e-mail, IRC postings, newsgroups, and/or instant messaging clients;
- 2.8 Provision of inaccurate or incomplete information to DLG concerning your identity, payment details, address or other required information;
- 2.9 Attempts to cheat, defraud or mislead us in any way;
- 2.10 Misrepresenting to the public the terms and conditions of our sites or your sites;
- 2.11 You will also be solely responsible for conducting your campaign promotions of DLG's own websites and those of our clients. In your promotional efforts you agree to adhere to standard Privacy Policies and follow guidelines laid down in the 2003 Anti Spam Act which is in force. Failure to comply and/or violations of internet user's privacy will result in your immediate termination and forfeit of all funds owing.

3. LIMITED LICENSE & INTELLECTUAL PROPERTY

- 3.1 You grant us a non-exclusive license to utilize your names, titles and logos, trademarks (collectively the "Affiliate Trademarks"), to advertise, market, promote and publicize in any manner our rights hereunder. Notwithstanding anything herein to the contrary, we shall not be required to so advertise, market, promote or publicize. You hereby represent and warrant that you are the sole and exclusive owner of the Affiliate Trademarks and have the right and power to grant to us the license to use same in the manner contemplated herein, and such grant does not or will not:
- 3.1.1 Breach, conflict with or constitute a default under any agreement or other instrument applicable to you or binding upon you, or infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity. This license shall terminate upon the effective date of the expiration or termination of this Agreement.

4. TERMINATION

- 4.1 The term of this Agreement will begin upon our acceptance of your DLG Application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or

without cause, by giving the other party notice of termination. Notice by e-mail, to your e-mail address in our records, is considered sufficient notice for us to terminate this Agreement. If this Agreement is terminated because you have violated the terms of this Agreement you are not eligible to receive any commission payments, even for commissions earned prior to the date of termination. If this Agreement is terminated for any other reason, you are only eligible to earn a commission on actions occurring during the term of the Agreement, and commissions earned through the date of termination will remain payable only if the related actions are not cancelled or returned. DLG reserves the right to withhold your final payment for a reasonable time to ensure that the correct amount is paid.

5. MODIFICATIONS

5.1 DLG may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion. Notice of any change by e-mail, to your address on our records, or the posting on our site of a change notice of a new agreement, is considered sufficient notice for notifying you of a modification to the terms and conditions of this Agreement. Modifications may include, but are not limited to, changes in the scope of available commission fees, commission schedules, payment procedures, and DLG rules. All such modifications shall take effect immediately after we serve notice as provided above, unless we indicate otherwise. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the DLG program, following our posting of a change notice or new agreement on our site, will constitute binding acceptance of the change.

6. REPRESENTATIONS AND WARRANTIES

6.1 You and DLG are independent, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, actions representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section. You are not an agent of DLG and DLG expressly disclaims responsibility

for any conduct by you in violation of our terms of agreement.

6.2 DLG make no express or implied warranties or representations with respect to the Affiliate Program or any DLG services or other items sold through DLG (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

6.3 You hereby represent and warrant to us that this Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms; and that the execution, delivery and performance by you of this Agreement are within your legal capacity and power; have been duly authorized by all requisite action on your part; require the approval or consent of no other persons; and neither violate nor constitute a default under the provision of any law, rule, regulation, order, judgment or decree to which you are subject or which is binding upon you, or the terms of any other agreement, document or instrument applicable to you or binding upon you. Should any law enforcement agency, internet service provider or other person or entity provide DLG with notice that you have engaged in transmission of unsolicited e-mails or have otherwise engaged in unlawful conduct or conduct in violation of said service provider's terms of service, DLG reserves the right to cooperate in any investigation relating to your activities including disclosure of your account information in connection therewith. DLG also reserves the right to place your account and any pending commissions on hold for a reasonable period of time should there be any suspicion of fraud on the part of DLG or its clients.

7. DISCLAIMERS

7.1 UNLESS EXPRESSLY STATED TO THE CONTRARY TO THE FULLEST EXTENT PERMITTED BY LAW DLG, ITS CONTENT PROVIDERS, ADVERTISERS OR LINKED SITES SHALL NOT BE LIABLE FOR ANY DAMAGES

WHATSOEVER, INCLUDING BUT WITHOUT LIMITATION TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA OR OTHER INTANGIBLES, DAMAGE TO GOODWILL OR REPUTATION, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, PERFORMANCE OR FAILURES OF THIS WEB SITE OR THE LINKED SITES, EVEN IF DLG HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT, EQUITY, RESTITUTION, BY STATUTE, AT COMMON LAW OR OTHERWISE. YOU HAVE READ THIS DISCLAIMER AND AGREE TO IT ON THE BASIS THAT YOU AGREE IT IS REASONABLE.

8. COPYRIGHT

8.1 The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site, except as allowed under "Limited Right to Use" below, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting by DLG of information or materials on the Site does not constitute a waiver of any right in such information and materials.

9. LIMITED RIGHT TO USE

9.1 The viewing, printing or downloading of any content, video, audio, graphic, form or document from the Site grants you only a revocable, nonexclusive license for use solely by you for personal, non commercial purposes limited to the use as is reasonably required to view and listen to the content and navigate through the pages and links generally available to the public using a standard Internet browser and standard media player, and not for republication, distribution, assignment, sublicense, action, preparation of

derivative works or other use. No part of any content, graphic, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal, non commercial use (but not for reaction or redistribution).

10. EDITING DELETING AND MODIFICATION

10.1 We reserve the right in our sole discretion to change, edit or delete any documents, information or other content appearing on the Site.

11. NON TRANSFERABLE

11.1 Your right to use the Site is not transferable. Any password or right given to you to obtain information or documents from the Site is not transferable.

12. DLG SERVICE AND AVAILABILITY

12.1 DLG will endeavour to make sure all systems and databases are fully operational, but we cannot be held responsible for any outages or loss of service, which is out of our hands and in the hands of our web hosting company. DLG cannot be held liable for any loss of earnings due to DLGs or their merchant links and urls not tracking or merchants' / partners' websites being unavailable.

13. DLG TRACKING

13.1 DLG cannot be held responsible for you not adding your unique tracking links into all your pages that contain or use DLG services, if your tracking link is not included in your web pages then we have no way to track your actions, in this respect all commissions if any will be paid to DLG. Links may not be altered in anyway unless agreed in writing by DLG. Any loss of tracking as a result of amendments being made to the tracking links is the liability of the affiliate.

14. COMMISSION AND COOKIES

14.1 DLG have the right to change commission percentages and values together with cookie lengths at any time, this is out of our hands, and affiliates shall be notified via email.

14.2 Any account holder that is found to have re-written URL links or included DLG results on any site not notified to DLG will have their account set to inactive and their account closed.

15. CONFIDENTIALITY

15.1 DLG may disclose to you certain information as a result of your participation as part of the program,

which information we consider to be confidential (herein referred to as "Confidential Information"). For purpose of this Agreement, the term "Confidential Information" shall include, but not be limited to:

15.2 Any modifications to the terms and provisions of this Affiliate Program Agreement made specifically for your site and not generally available to other members of the Affiliate Program, website, business, and financial information relating to DLG, and customer and vendor lists relating to DLG and any members of the Affiliate Program other than you.

15.3 Confidential Information shall also include any information that we designate as confidential during the term of this Agreement. You agree not to disclose any Confidential Information and that such Confidential Information shall also include any information that we designate as confidential during the term of this Agreement. You agree not to disclose any Confidential Information and that such Confidential Information shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public or if same is required by law or legal process. DLG make no warranty, express or implied, with respect to any information delivered hereunder, including implied warranties of merchantability, fitness for a particular purpose or freedom from patent, trademark or copyright infringements, whether arising by law, custom or conduct, or as to the accuracy or completeness of the information and we shall not have any liability to you or to any other person resulting from your use or such third person's use of the information.

16. GOVERNING LAW & MISCELLANEOUS

16.1 You hereby agree to indemnify, defend and hold harmless DLG, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, losses, liabilities, damages or expense (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by us (collectively the "losses"), insofar as such losses (or actions in respect thereof) arise out of or are based on any

claim or threatened claim that our use of your trademark(s) infringes on the rights of any third party; the breach of any promise, covenant, representation or warranty made by you herein; or any claim related to your site.

16.2 Terminated accounts cannot later apply to DLG without our express written consent. This Agreement will be governed by the laws of the UK, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. The sole and exclusive venue for any action arising under this Agreement will be the state and federal courts for the UK and you hereby submit to the jurisdiction and venue of such courts.

16.3 THIS IS A LEGAL AGREEMENT BETWEEN YOU AND DLG. BY SIGNING UP TO THIS AFFILIATE SERVICE YOU ARE AFFIRMATIVELY STATING THAT YOU HAVE READ AND UNDERSTOOD THE TERMS SET FORTH HEREIN AND ARE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AFFILIATE SERVICE AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS THEREOF.

16.4 If any provision of this agreement shall be held or made invalid or enforceable by a court decision, statute, rule or otherwise, the remaining provisions of this agreement shall not be affected thereby.