

Q4sport Ltd – Digilogit.com – Affiliate Agreement – Terms and Conditions

This Affiliate Service Agreement (the "Agreement") is made by and between Q4sport Ltd and you, as an Affiliate utilizing the Digilogit.com services ("You", "Your", "Affiliate").

You must agree to abide by the terms and conditions contained in this Agreement in order to participate. Please read this Agreement carefully before registering and using the Service as an Affiliate. By signing up for this affiliate program you indicate your acceptance of this Agreement and its terms and conditions. If you do not accept this Agreement, do not use the Digilogit.com Service as an Affiliate.

Important notes in brief:

- We will provide you with graphics and text – banners, adverts, links etc
- You are allowed to utilise our banners, adverts & written information within your own web site as you see fit provided that they are not related or connected to Adult, Hate, pornography or sites of this nature. For clarification please contact info@q4sport.com
- We will email you with new products, Digilog and/or new programs
- All statistics are collected and calculated by the SWPal gateway and will be the only valid stats used for determining commissions.
- You will be required to invoice Q4sport Ltd at the end of each month stating the amount of commission that you are due.
- Commission payments will be checked and then sent out within 14 days from receipt of invoice
- Payment will be made to you in the currency of your choice where possible. If not, then in US Dollars.
- Failure to abide by these rules could mean termination from a given Q4sport Ltd program, or from Q4sport Ltd completely **with a complete forfeit of commissions.**
- Fraud is a serious offense, and will be treated as such. Fraud is defined as any action that intentionally attempts to create sales, leads, or click-throughs using robots, frames, iframes, scripts, or manually "refreshing" of pages, for the sole purpose of creating commissions. **ANY ATTEMPTED FRAUD OR FRAUD WILL RESULT IN MEMBERSHIP TERMINATION AND VOIDED COMMISSIONS.**

PRIVACY POLICY

Q4sport Ltd respects the privacy of its users and will not disclose personal information to third parties without the express permission by you and your company. If you have any questions please contact info@q4sport.com

DEFINITIONS

"Affiliate" means an individual or business generating their own traffic and thus rewarded for legitimate sales, leads, clicks, or other measurable action. Affiliates use Q4sport Ltd to facilitate relationships with Merchants as well as gain tracking, reporting, and receipt of commission payment.

"Visitor" means any person, or user that clicks on a Link to our web sites from an affiliate's web site.

"Sale commission" means the payout that Q4sport Ltd sets and agrees to pay for Visitors referred to the Merchant's Web site that results in a sale of a product or service. The sale could

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occur at the time of the visit or at a later time not to exceed 30 days. If a sale occurs after 30 days and the Visitor has not returned through an authorized Affiliate's site, then no Payout shall occur.

"Payout" means the amount of sale commission that Q4sport Ltd agrees to pay for an individual measurable action. The Payout is defined as either a percentage of a total sale amount, or as a set bounty (flat rate) per action.

"Link" means a hyperlink placed on an Affiliate's site that, when clicked on, sends a Visitor through to a Q4sport website via redirection i.e. to Digilogit.com Links vary and can include text, a product image, buttons, banners, videos or any other format acceptable to Q4sport Ltd.

"VOID" means a reversal of a Payout previously earned for a sale, lead, or click that is later rescinded or corrected by Q4sport Ltd. Q4sport may VOID transactions that are fraudulent, or in the case of returned merchandise, duplicate transactions, or other valid reasons.

"Your Account" means a specific account within the Service, where Commissions are credited.

THE SERVICE

Q4sport Ltd has developed and operates a service (the "Service") which allows Affiliates to participate in Performance Marketing programs. As an Affiliate of Q4sport Ltd you will be establishing arrangements with Third Party Company and organizations. All Affiliate relationships will be conducted and managed through the Service.

AFFILIATE PAYMENT

You will receive a commission for creating activation within one of the Q4sport Digilog products that are part of this affiliate program. Merchant authorized sales, leads, and/or clicks via Your Links. In order to place Links, You must first be approved by Q4sport Ltd to become an Affiliate of this program.

You understand that the Payout amount may be changed at any time. This information is also available to you at the SWPal login area. You are responsible for determining if the Payout for a Link you have placed on your site has changed or been discontinued. You receive the Commission from Q4sport Ltd.

An invoice is required from you the affiliate addressed to Q4sport Ltd at the end of every calendar month This should detail the amount of commission that you think you are due. Payments will be made within 14 days of the receipt of an invoice from you the affiliate. We reserve the right to suspend payment should there be ANY irregularities within the relationship or process.

You will NEVER be asked to send money to Q4sport Ltd.

SERVICE AND SUPPORT

Q4sport Ltd will provide you the affiliate with all of the existing Digilog products that are available to sell through your program and that is documented on our web sites.

We will also provide you with the very latest releases as and when they are ready for sale.

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EMAIL CONTACT

Q4sport Ltd reserves the right to send e-mail to you for the purposes of informing you of applicable changes or additions to the Service or any Q4sport Ltd related products and services.

CHANGES TO THE SERVICE

Q4sport Ltd reserves the right to change the service at any time, without exception. We will aim to give you 14 days notice in the event of such action.

REGISTRATION

To sign up as an Affiliate of Q4sport Ltd and to use the Service as an Affiliate Partner you must be at least 18 (eighteen) years of age.

THE FOLLOWING TYPES OF SITES ARE NOT ALLOWED TO PARTICIPATE IN shareasale.com: ADULT SITES, SITES THAT DISPLAY ADULT BANNERS, SITES THAT PROMOTE VIOLENCE, BIGOTRY, OR HATRED. SITES THAT PROMOTE ILLEGAL ACTIVITY, including but not limited to WAREZ, CRACKING, and HACKING SITES. As part of the registration process, you will select a username and password combination that you use to access your Affiliate area within the Service. You shall provide Q4sport Ltd with accurate, complete and updated registration information. You may not select the name of another person with the intent to impersonate that person or deceive members or other users as to your true identity. You agree that Q4sport Ltd may rely on any data, notice, instruction or request furnished to Q4sport LTD by you which is reasonably believed by Q4sport Ltd to be genuine and to have been sent or presented by a person reasonably believed by Q4sport Ltd to be authorized to act on your behalf.

ACCEPTED USE

Any Link placed must be done in such a way that it is not misleading to any Visitor and done with the intention of delivering valid sales, leads, or clicks to the related product for that Link.

LIMITATION OF LIABILITY

Q4sport Ltd OR ITS SUPPLIERS OR RESELLERS OR MERCHANTS SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OF OR INABILITY TO USE THE Q4sport Ltd affiliate program SERVICE OR ANY INFORMATION PROVIDED ON THE Q4sport Ltd WEB SITE OR ANY OTHER HYPERLINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF Q4sport Ltd or Q4sport Ltd's AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE WEB SITE OR ANY HYPERLINKED WEB SITE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION

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OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, Q4sport Ltd's LIABILITY IS LIMITED TO THE SMALLEST AMOUNT PERMITTED BY LAW. THIS PARAGRAPH WILL SURVIVE THE FAILURE OF ANY EXCLUSIVE OR LIMITED REMEDY.

You agree that Q4sport Ltd although the provider of the Service, has no responsibility or liability as a result of Your placement of authorized Links from Your Web site, and You, and the end user jointly and severally agree to indemnify, defend, and hold harmless Q4sport Ltd and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable legal fees) directly or indirectly arising from or relating to any offer or any other matter related to this Agreement or the subject matter hereof and any dispute relating thereto.

OWNERSHIP AND LICENSES

You, the Affiliate, are granted a non-exclusive, limited, revocable right to use provided trademarks and banners. All images, technology and content provided for Your use is and shall remain the sole property of the Q4sport Ltd, and no part thereof shall be deemed assigned or licensed to You except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, trade names and service marks related to the foregoing shall remain Q4sport Ltd sole property, including rights in and to any derivatives thereof.

You may not modify the trademarks, banners, the content or any of the images provided to you in any way.

Q4sport Ltd may immediately terminate your license to use the marks if there is reason to believe that such use dilutes tarnishes or blurs the value of the Q4sport Ltd marks. You acknowledge that your use of the marks will not create in you, nor will you represent that you have, any right, title or interest in or to the marks other than the license granted by the Q4sport Ltd above. You will not challenge the validity of or attempt to register any of the marks or your interest therein as a licensee, nor will you adopt any derivative or confusingly similar names, brands or marks or create any combination marks with the marks.

FORCE MAJEURE

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

APPLICABLE LAW

These Terms are governed by and will be construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English Courts.

MISCELLANEOUS

This Agreement represents the complete agreement concerning this license and may be amended only by a writing executed by both parties. THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY YOU IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS SET FORTH HEREIN, AND NOT THOSE IN YOUR PURCHASE ORDER. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.