



Click.net Application Publisher - Terms and Conditions

PLEASE READ CAREFULLY THE TERMS AND CONDITIONS OF THIS CLICK.NET PUBLISHER AGREEMENT (THE "AGREEMENT") BEFORE USING THE CLICK.NET CUSTOM SOLUTION TECHNOLOGY/PLATFORM ("CLICK.NET CUSTOM SOLUTION") (SUCH TERM AS FURTHER DEFINED BELOW) OR CREATING AN "APPLICATION" (SUCH TERM AS DEFINED BELOW). THIS IS A LEGALLY BINDING AGREEMENT BETWEEN CLICK.NET AND YOU AS A "PUBLISHER" (SUCH TERM AS DEFINED BELOW). THE CLICK.NET WEBSITE TERMS OF USE AND THE CLICK.NET PRIVACY POLICIES ARE INCORPORATED BY REFERENCE AND ARE A LEGALLY BINDING PART OF THIS AGREEMENT ALL OF WHICH, ALONG WITH THIS AGREEMENT, YOU MUST ABIDE BY IF YOU ACCESS AND USE THE CLICK.NET CUSTOM SOLUTION. The Click.net Website Terms of Use and Privacy Policies can be found at www.Click.net/legal.

Elements of the Click.net Custom Solution or various other services or programs offered by CLICK.NET may have different terms and conditions posted or may require you to agree with and accept certain other additional terms and conditions ("Additional Terms"). In the event of any conflict between the terms of this Agreement and the Additional Terms posted for a specific element of the Click.net Custom Solution or other services or programs as from time to time may be offered by CLICK.NET, the Additional Terms will take precedence with respect to your use of or access to such element of the Click.net Custom Solution, other services or your participation in such program.

BY CLICKING THE "I AGREE" BUTTON (OR SIMILAR LANGUAGE PROVIDED BY CLICK.NET), BY ACCESSING OR USING THE CLICK.NET CUSTOM SOLUTION OR YOUR PUBLISHER ACCOUNT, OR BY CREATING AN APPLICATION YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT AND AGREE THAT FROM THAT POINT ONWARDS CLICK.NET WILL TREAT YOU AS A PUBLISHER ON THE CLICK.NET NETWORK. IF YOU DO NOT ACCEPT ANY PART OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE CLICK.NET CUSTOM SOLUTION. IF YOU AGREE TO THIS AGREEMENT ON BEHALF OF A BUSINESS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE NECESSARY AUTHORITY TO BIND SUCH BUSINESS TO THIS AGREEMENT AND YOUR AGREEMENT TO THESE TERMS WILL BE TREATED AS THE AGREEMENT OF THAT BUSINESS. IN THAT EVENT, THE TERMS "PUBLISHER", "YOU" AND "YOUR" WILL REFER AND APPLY TO THAT BUSINESS. YOU ALSO AGREE TO THE USE OF: (A) ELECTRONIC MEANS TO COMPLETE THIS AGREEMENT AND TO PROVIDE YOU WITH ANY NOTICES GIVEN PURSUANT TO THIS AGREEMENT; AND (B) ELECTRONIC RECORDS TO STORE INFORMATION RELATED TO THIS AGREEMENT AND YOUR USE OF THE CLICK.NET CUSTOM SOLUTION. CLICK.NET ADVISES THAT YOU PRINT OUT AND SAVE A PERSONAL/LOCAL COPY OF THIS AGREEMENT FOR YOUR RECORDS.

You may not use the Click.net Custom Solution if (a) you are a person who is either barred or otherwise legally prohibited from using the Click.net Custom Solution under the laws of the country in which you are resident or from which you access or use the Click.net Custom Solution; or (b) you are not of legal age to form a binding agreement with CLICK.NET.

1. **DEFINITIONS**

Terms used in this Agreement shall have the meanings as set out alongside as below:

1.1 "**Application**" means any software application generated or administered by the Publisher via its use of the Click.net Custom Solution in compliance with the terms and conditions of this Agreement, for use on the internet and/or any other current or future platform or media. For example, an Application may be a Toolbar or CLICK.NET powered app, both of which may be made available to End Users;

1.2 "**Application Privacy Policy**" means the default privacy policy provided by CLICK.NET that governs the collection, use and disclosure of information by the Publisher as a result of an End User's use of an Application and/or the services therein;

1.3 "**CLICK.NET**" means CLICK.NET Limited, with address for receipt of notices at PO Box 500096, Dubai, United Arab Emirates;

1.4 "**CLICK.NET Privacy Policies**" means the CLICK.NET privacy policies which contain information about CLICK.NET's policies and procedures regarding the collection, use and disclosure of information CLICK.NET receives from users of the Click.net Custom Solution, as maybe updated by CLICK.NET from time to time and available at www.Click.net/legal;

1.5 "**Click.net Custom Solution**" means CLICK.NET's proprietary Applications generating platform and any other products and services provided by CLICK.NET therein or in connection thereto for use on the internet or any other current or future platform or media (whether owned by CLICK.NET or licensed by it) including, but not limited to, software and tools provided by CLICK.NET to the Publisher which enable the implementation and administration of the Toolbar and/or applications in connection with the Click.net Custom Solution, but not including Third Party Content.

1.6 "**Content**" means data, graphics, links, web pages, signs, images, software code, files, texts, photos, audio or video, sounds, visual works, musical works, works of authorship, and components;

1.7 "**End User**" means an individual user who installs and/or uses an Application.

1.8 "**End User Content**" means any Content, information or other materials which End Users post, upload, link and otherwise submit to or via an Application or any Application component;

1.9 "**EULA**" means CLICK.NET's End-User License Agreement to which End Users must provide their agreement to as part of the Application installation process.

1.10 "**Intellectual Property Right(s)**" means without limitation: (i) all registered and unregistered trademarks, service marks, trade names, trade dress, logos and registrations and applications for registration thereof; (ii) all patentable inventions, all improvements thereto and all patents, patent applications and patent disclosures; (iii) all copyrights in copyrightable works, and all other rights of authorship, and all applications and registrations in connection therewith; (iv) all rights in databases and data compilations, whether or not copyrightable; (v) all trade secrets and confidential business and technical information (including research and development, know-how, proprietary knowledge, formulas, technology, engineering, production and other designs, drawings, engineering notebooks, industrial models, software and specifications); and (vi) all copies and tangible embodiments of any or all of the foregoing (in whatever form, including electronic media);

1.11 "**Publisher**" means an individual or entity that creates, implements and/or administers an Application;

1.12 "**Publisher Materials**" means any Content and information provided by the Publisher in connection with an Application, including that which a Publisher adds to any part of the Click.net

Custom Solution or to the Publisher's website, including any new versions or new releases and any Updates thereto;

1.13 "**Third Party Content**" means any third party Content and technology that is distributed, offered or promoted in or from the Click.net Custom Solution;

1.14 "**Toolbar**" means a toolbar created and/or customized by the Publisher via its use of the Click.net Custom Solution in compliance with the terms and conditions of this Agreement; and

1.15 "**Updates**" means bug fixes, error corrections and patches; and does not include new versions or new releases.

2. CHANGES TO THE CLICK.NET PLATFORM

CLICK.NET reserves the right to modify, amend, discontinue or terminate the Click.net Custom Solution or the Third Party Content (collectively, the "CLICK.NET Platform") or to modify or amend this Agreement at any time and without prior notice. If CLICK.NET modifies or amends this Agreement it will post such modification/amendment on its website or provide you with notice of the modification or amendment, provided however, it is the Publisher's responsibility to review the Agreement from time to time-to-time to check for updates. CLICK.NET will also update the "Last Updated Date" at the bottom of the page. By continuing to access or use an Application, any Third Party Content, any Click.net Custom Solution or your Publisher Account after CLICK.NET has posted a modification or amendment on its website or has provided the Publisher with notice of a modification or amendment, the Publisher agrees to be bound by the new Agreement. If the new Agreement is not acceptable to the Publisher, the Publisher's only recourse is to cease using the Application or the CLICK.NET Platform. The Publisher can review the most current version of this Agreement at any time at: www.Click.net.

3. APPLICATION CUSTOMIZATION

3.1 As part of the registration with CLICK.NET as a Publisher, the Publisher will be provided with or may chose a username and password with which the Publisher shall be able to access its online account available on: www.Click.net, from which the Publisher can use elements of the CLICK.NET Platform (the "**Publisher Account**"). The Publisher agrees to provide current, accurate and complete information during the registration process and to keep such information up to date. CLICK.NET reserves the right to suspend or terminate the Publisher Account if, in CLICK.NET's sole determination, it reasonably believes that any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. The Publisher is solely responsible for safeguarding and maintaining the confidentiality of its username, password and corresponding Publisher Account information. The Publisher agrees that it is entirely and solely responsible for any and all actions or activities that occur under its Publisher Account, whether or not the Publisher has authorized such actions or activities. The Publisher agrees to notify CLICK.NET in writing immediately it becomes aware of any unauthorized and/or fraudulent use of its Publisher Account, an Application, the name of its Application or its username or password. For purposes hereof, the Publisher's identifying details will be those provided by it during the registration process for creating an Application or as may be updated during the Term subject to CLICK.NET's prior written approval.

3.2 CLICK.NET retains the exclusive right to determine and set the default provider of any web search services, functionality or feature ("**Web Search Feature**") that may be available in an Application, for any Application, including, without limitation, the right to change any definitions that may be required as part of the setting of such default Web Search Feature. The Publisher will not: (i) provide, make available or link to any Web Search Feature in any Application that does not

provide or makes available any Web Search Feature; (ii) modify, remove or interfere with the default Web Search Feature provided in or made available in any Application or the definitions related thereto; (iii) provide, make available or link to any Web Search Feature, including without limitation references or advertisements to Web Search Features, that compete with or are similar to the default Web Search Feature provided in or made available in any Application; or (iv) permit, authorize or encourage a third party to engage in the prohibited activity as set forth in (i) or (ii). Without limiting any other terms of the Agreement, in the event that the Publisher does not access its Publisher Account for a consecutive period of six (6) months or more, CLICK.NET may change the name of, disable, or remove from the CLICK.NET servers any Application associated with such Publisher Account or suspend access to or terminate such Publisher Account without notice.

3.3 The Publisher shall ensure that there is no use of or access to any Web Search Feature which is not in strict compliance with the terms of this Agreement or not otherwise approved in writing by CLICK.NET, and the Publisher shall monitor and disable any such access or use by unauthorized parties. Furthermore, CLICK.NET reserves the right to take any action, in its sole discretion, with respect to the means used by the Publisher to deploy and/or use the Web Search Feature, and in the event CLICK.NET disapproves of such deployment and/or use, CLICK.NET shall have the right, upon written notice to the Publisher, to suspend the performance of CLICK.NET hereunder until such time that the Publisher implements adequate remedial modifications as may be reasonably required and determined by CLICK.NET.

3.4 In the event that CLICK.NET offers certain unique features or functionality such as, video search or music features as part of the Click.net Custom Solution (each a "**Unique Feature**"), the Publisher shall not remove, modify, or interfere with any Unique Features including, but not limited to, the default settings and/or the definitions thereof.

3.5 CLICK.NET retains the exclusive right in its sole discretion to: (a) determine which feature, services, products, software or other tools will be available for the Publisher's use via the CLICK.NET Platform; and (b) add, change or remove any Content, materials and/or functionality made available in any Application or in the CLICK.NET Platform at any time, with or without reason. For example, CLICK.NET may change the appearance and/or settings of any part of the Click.net Custom Solution or any components thereof which may be provided in an Application or otherwise, without prior notice or CLICK.NET may provide any Updates, new releases, new versions and upgrades to any Click.net Custom Solution or any other elements thereof. Notwithstanding the foregoing, although the Publisher Materials will not be modified, the format of the Publisher Materials as provided in any Application may change or be modified as a result of the technical removal and/or addition of a functionality or element of a Click.net Custom Solution from an Application.

4. LICENSE AND RESTRICTIONS

4.1 Upon and subject to the terms and conditions of this Agreement, CLICK.NET hereby grants to the Publisher a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable license or sublicense, as applicable, during the Term to: (i) use the Click.net Custom Solution to create and implement an Application; (ii) distribute and administer an Application; and, (iii) access and use the CLICK.NET Platform to the extent permitted under this Agreement. Any and all other rights which are not expressly granted herein are reserved by CLICK.NET and the Publisher may not make any use of the CLICK.NET Platform in whole or in part in any manner not expressly permitted by this Agreement.

4.2 The Publisher hereby grants to CLICK.NET a worldwide, royalty free, non-exclusive right and license (with the right to sublicense): (i) to use, modify, reproduce, distribute, perform, display, transmit and access the Publisher Materials solely for the purposes of providing and promoting the *Click.net Application Publisher - Terms and Conditions (Feb. 2012 - v1)*

Click.net Custom Solution and making an Application available in connection therewith; and (ii) to access and query an Application as set forth in this Agreement, including without limitation to run any queries necessary to confirm the Publisher's compliance with the terms and conditions of this Agreement or to implement any updates or changes to an Application as set forth in Section 3.

4.3 The Publisher will not attempt to disrupt or interfere with the CLICK.NET Platform or attempt to access any networks or systems that connect thereto (except as may be required to access and use the CLICK.NET Platform). Except as expressly set out in this Agreement, the Publisher will not: (a) use, copy, or modify the CLICK.NET Platform or any part thereof; (b) transfer, lease, sublicense, lend, rent or otherwise distribute the CLICK.NET Platform to any third party; or (c) use the CLICK.NET Platform or an Application in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement. The Publisher agrees not to decompile, disassemble or otherwise reverse engineer the CLICK.NET Platform or any Application or any part thereof, in whole or in part, or permit or authorize a third party to do the same, except to the extent notwithstanding this provision, such activities are expressly permitted by law.

5. PROMOTION AND MARKETING

5.1 The Publisher shall not make any public announcement, issue any press release or engage in any other marketing regarding this Agreement without the prior written consent of CLICK.NET. Subject to Section 6.15, the Publisher shall advertise and promote the Application from the Publisher website and may, in addition, advertise and promote the Application from the Publisher's other online or offline properties ("**Publisher Promotion**"). Any Publisher Promotion from the Publisher website shall include a link to the Application download page. In the event that an Application does not automatically include the notice "*Powered by Click.net*" ("**CLICK.NET Notice**"), the Publisher shall provide the CLICK.NET Notice in a prominent and clearly visible format in connection with any Publisher Promotion and where provided via a web page, the Publisher will include a link to www.Click.net in the Publisher Promotion. By way of example, the Publisher may satisfy the requirements of this provision by using the following wording: "*[Application name] Powered by Click.net*".

5.2 The Publisher hereby acknowledges and agrees that CLICK.NET may: (i) identify the Publisher as a user of the Click.net Custom Solution on CLICK.NET websites, client lists, press releases, and in other marketing material; (ii) feature an Application in different marketing outlets and/or collateral, including without limitation case studies, newsletters, email or ad campaigns and web pages; and (iii) publish a brief description and/or case study highlighting the Publisher's deployment of an Application and use of the Click.net Custom Solution (each a "**CLICK.NET Promotion**"). In the event that the Publisher wishes to be excluded from a specific CLICK.NET Promotion, the Publisher shall notify CLICK.NET in writing at the time of accepting this Agreement or via the "Contact Us" link which is available at its Publisher Account, otherwise CLICK.NET shall be free to carry out any CLICK.NET Promotion with reference to and in respect of the Publisher. Unless otherwise agreed by parties, the Publisher shall not be entitled to any compensation as a result of any CLICK.NET Promotion.

5.3 Subject to the terms and conditions of this Agreement, each party grants to the other party a limited, worldwide, non-sublicensable, non-exclusive license to use the other party's Marks solely to engage in marketing and promotional activities as set out in this Agreement. For the purposes of this Agreement, the term "**Marks**" shall mean a party's trademarks, trade names, service marks and associated logos that a party may provide to the other party in connection with this Agreement. Any use by one party of a Mark of the other party must be in accordance with applicable law and with respect to CLICK.NET, solely in accordance with CLICK.NET's Trademark Policy. Each party acknowledges and agrees that any and all goodwill and other proprietary rights that result from or

are created by such party's use of a Mark of the other party as permitted hereunder will inure solely to the benefit of the other party.

6. PUBLISHER UNDERTAKING

6.1 The Publisher hereby represents and warrants that the Publisher Materials do not contain, promote or distribute any Prohibited Activity and/or any Content that may be regarded or construed as a Prohibited Activity. Additionally, the Publisher shall not create, promote, distribute or use an Application by any means that qualify as Prohibited Activity and shall not use in connection with an Application or the CLICK.NET Platform any Content generated by any third party which is engaged in any Prohibited Activity.

6.2 The term "**Prohibited Activity**" means: (a) any activity or use of Content that (i) violates any applicable law, regulation or order of any court or tribunal including, but not limited to, collecting personal information from any individuals under the age of 13 in violation of applicable laws and regulations; (ii) materially interferes with Web navigation or browsing; or (iii) violates, misappropriates, or infringes any third party (including, without limitation, End Users) Intellectual Property Rights, rights of privacy and publicity, or other proprietary or legal rights; (b) usage which adversely affects public or private infrastructure or equipment; (c) use of Content or Content which: (i) promotes, advocates or facilitates terrorism, terrorist-related activities or violence; (ii) is, promotes or advocates pornographic, obscene, excessively profane, racial, libelous, gambling-related, discriminatory, offensive, misleading or deceptive material or any type of malware; or (iii) contains excessive or inappropriate advertisements as determined by CLICK.NET in its sole discretion; (d) installations of an Application that are generated without an accurate and conspicuous disclosure and without informed and active consent; (e) Fraudulent Activity (such term as defined below at clause 6.6); (f) using an Application or the Click.net Custom Solution to offer, distribute or promote any web browser application that is substantially similar to the Application; (g) redirecting traffic or replacing web pages available with an Application to web pages which promote Content or products which may adversely affect use of the Application and/or violate any of the prohibitions contained herein; or (h) violating CLICK.NET's Third Party Guidelines available at: www.Click.net/legal

6.3 The Publisher hereby represents and warrants that it shall not, and shall not allow any third party to: (i) add to an Application or the Click.net Custom Solution any Prohibited Activity; or (ii) engage in any Prohibited Activity in connection with or pertaining to an Application or the CLICK.NET Platform; (iii) distribute an Application from a website or as part of a promotion that includes Prohibited Activity. In the event that a Prohibited Activity pertaining to any Application is detected, the Publisher shall immediately remove and resolve such Prohibited Activity.

6.4 Without limiting any other term of this Agreement, the Publisher hereby acknowledges and agrees that at any time during the Term, CLICK.NET has the right, at its sole discretion (without notice to the Publisher) to: (a) remove any Prohibited Activity from an Application or the CLICK.NET Platform; (b) take any measures needed to prevent or correct any Prohibited Activity (including, without limitations, upon receipt of claims, allegations from third parties or authorities relating to such Content); (c) assist any government agency or other applicable legal authority with respect to any Prohibited Activity that was detected in or made available via an Application or the CLICK.NET Platform; and/or (d) report any Prohibited activity to any government agency or other applicable legal authority.

6.5 The Publisher shall not engage with and shall not encourage any other third party (including, without limitation and as applicable, End Users) to engage in Fraudulent Activity in connection with an Application or the CLICK.NET Platform. Without limiting any other term of this Agreement or other remedies available to CLICK.NET, in the event that the Publisher or any other third party

engages in any Fraudulent Activity, CLICK.NET shall have the sole and exclusive right to disable an Application, suspend the Publisher Account or take any other applicable measures at its sole discretion.

6.6 "**Fraudulent Activity**" means any of the following: (a) fictitious installations of an Application; (b) automated and/or fraudulent clicks on: ads, sponsored search results, sponsored links, Application components, or such clicks for purposes other than retrieval of information in good faith; (c) automated and/or fraudulent searches in any Web Search Feature that may be available via an Application, including without limitation in the web-search result pages, or searches for any purpose other than organic retrieval of information and web browsing in good faith; (d) initiating or using a promotion in connection with an Application which violates any applicable law or regulation, or an existing agreement between the Publisher and CLICK.NET or which is not consistent with industry standards; (e) in connection with an Application or the CLICK.NET Platform, using any material that contains software viruses or any other computer code, files or programs designed to interrupt, hijack, destroy or limit the functionality of any computer software, hardware, network or telecommunications equipment; (f) hacking an Application or the CLICK.NET Platform or any part thereof, or using an Application or the CLICK.NET Platform in order to hack into public or private equipment or infrastructure; or (g) encouraging an End User to use any Web Search Feature that may be available via an Application or to perform web-searches therein by pre-populating search terms in any such search feature.

6.7 The EULA will be included in the Application installation package. The Publisher shall: (a) abide by the EULA; (b) use its best commercial efforts to ensure that the End Users comply with the terms of the EULA; and (c) inform CLICK.NET promptly of any known violation or breach of the EULA. The Publisher shall not: (i) modify or change any of the terms contained in the EULA; (ii) distribute an Application to End Users without making the EULA available, or interfere with the provision of the EULA, to End Users; or (iii) circumvent the requirement that the End Users accept the EULA as part of the process of installing an Application. All of the foregoing shall constitute material obligations of the Publisher pursuant to this Agreement.

6.8 The Publisher will not use the CLICK.NET Platform or an Application to display, offer, distribute, route, transmit, provide connections to or store any Content or any other material that infringes copyrighted works or otherwise violates or promotes the violation of the Intellectual Property Rights of any third party. CLICK.NET has adopted and implemented a policy that provides for the termination in appropriate circumstances of the accounts of users who repeatedly infringe or are believed to be or are charged with repeatedly infringing the rights of copyright holders - found at www.Click.net. CLICK.NET reserves the right to remove any and all Content posted via use of the CLICK.NET Platform or an Application at any time in its sole discretion. Without limiting any other provision of this Agreement: (a) the Publisher agrees to assist CLICK.NET with all compliance activities; (b) if an Application allows End Users to offer, distribute, display, route, transmit, provide connections to or store any material or includes services through which other users can do the same, the Publisher will: (i) adopt a policy that complies with all of the requirements of the World Intellectual Property Organization Copyright Treaty (December 1996) and European Union Copyright Directives ("**Relevant Copyright Laws**"); (ii) reasonably enforce and implement said Relevant Copyright Laws; and (iii) satisfy all other requirements (i.e. safe harbor eligibility), including, but not limited to, promptly responding to remove, or disable access to, material that is claimed to be infringing or to be the subject of infringing activity upon receipt of notification of claimed copyright infringement from CLICK.NET or a third party, as required by any Relevant Copyright Laws.

6.9 The Publisher may elect to also include terms and conditions or an end user agreement with an Application that will govern use of its Publisher Materials ("**Application Terms**"). In the event that the Publisher does so, the Publisher acknowledges and agrees: (a) the Publisher is solely responsible

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for provision of its Application Terms to End Users and for obtaining valid assent to its Application Terms from End Users; (b) such Application Terms will not be inconsistent with the terms of the EULA and must comply with all applicable laws in all countries where End Users can access an Application; (c) the Publisher will make no representations or warranties on behalf of CLICK.NET in such Application Terms; and (d) that the Application Terms are an agreement between the Publisher and the End User and CLICK.NET is not a party to that agreement. Furthermore, CLICK.NET will not be responsible for, nor have any liability with respect to: (i) any agreement between the Publisher and an End User or an End User's breach of the Application Terms; or (ii) the Publisher's failure to provide any Application Terms and/or to obtain valid assent to any Application Terms from End Users.

6.10 CLICK.NET is committed to assisting End Users with protecting the privacy and confidentiality of their personal data and requires web publishers, Content providers and other third parties that use the CLICK.NET Platform to do the same. The Publisher represents and warrants that: (a) it shall not use the CLICK.NET Platform or an Application in any manner that may harm the privacy rights of End Users or other third parties, and (b) the Publisher shall not use any affiliate network in connection with the distribution of the Application or any apps embedded in the Application unless such use is in compliance with CLICK.NET's policies. The Publisher shall abide by and comply with the CLICK.NET Privacy Policies, the Application Privacy Policy and any other CLICK.NET policies designed to help End Users and other third parties protect their privacy. The Publisher shall not collect, transmit, copy, use or commercialize in any manner any End User personally identifiable information nor shall the Publisher modify pages that End Users visit; without CLICK.NET's prior written approval, and provided further that such activities are in compliance with CLICK.NET's policies available at: www.Click.net/legal.

6.11 The Publisher shall not circumvent or remove the Application Privacy Policy as offered by default as part of an Application to End Users; provided however, that the Publisher may replace such default Application Privacy Policy with a privacy policy that: (i) is in compliance with the Publisher's obligations and representations and warranties under this Agreement; (ii) provides a full and clear disclosure to End Users with respect to the Publisher's policies and procedures regarding the collection, use and disclosure of information received from End Users; and (iii) is at least as protective of End Users' privacy rights as the Application Privacy Policy. The Publisher will also provide the End User with the option as to whether to share its personal data with the Publisher or not.

6.12 The Publisher shall not utilize the CLICK.NET Platform, an Application or any Application component to pose any kind of security threat (i.e. creation of a security hole) to the End Users or any third party ("**Security Breach**"). A Security Breach may include, without limitation, distribution, creation, use or delivery of any of the following: spyware, programs designed to hijack cookies or stuff cookies (i.e. "parasiteware"), adware, programs designed to send unsolicited advertisements (i.e. "spamware"), viruses, services that send unsolicited advertisements, programs designed to hijack computers or hack into computers, malicious/exploiting of Content or components, programs designed to gain unauthorized access to networks on the Internet or private equipment of infrastructure and any other type of malware.

6.13 In the event that a Security Breach or a violation of privacy rights is detected by the Publisher or reported to the Publisher, the Publisher shall immediately remove, fix or resolve the Security Breach or privacy violation and inform the End Users and CLICK.NET about such Security Breach or privacy violation and the remedy.

6.14 The Publisher shall not use in connection with an Application or any part of an Application, any privacy or safety-related certification seal or mark that is hosted, obtained or provided by CLICK.NET or by CLICK.NET partners as part of the Click.net Custom Solution or in connection

with use of the Click.net Custom Solution, unless this is first approved in writing by CLICK.NET. If the Publisher Materials include any End User tracking capabilities, then the Publisher represents and warrants that it shall strictly abide by CLICK.NET's requirements of proper disclosure to End Users and/or other guidelines with respect to usage of advance APIs as part of the CLICK.NET Platform (such requirements may be published by CLICK.NET from time online at www.Click.net/legal and/or via email newsletters, including without limitation the guidelines published online at: http://www.Click.net/publisher_guidelines.php).

6.15 The Publisher shall not promote or distribute an Application by way of bundling or integrating an Application installation file with any other application or software or as a part of a package of software or any other application (i.e. the distribution or promotion of an Application by integrating an Application installation process with any web registration procedure) without first obtaining CLICK.NET's written approval.

6.16 Use of the CLICK.NET Platform is currently provided free of charge. The Publisher acknowledges and agrees that it will not receive any compensation or cash payment from CLICK.NET in connection with this Agreement or otherwise (including, but not limited to as the result of the creation, implementation or administration of an Application), unless explicitly agreed to in writing by CLICK.NET.

6.17 The Publisher acknowledges and agrees that in addition to compliance with this Agreement and all the CLICK.NET policies incorporated herein, any distribution of an Application on or from any third party websites and/or services (the "**Third Party Services**") shall be subject to the respective terms and conditions maintained by the Third Party Services (by way of example only, such Third Party Services may include, Mozilla Firefox add-on gallery or the Apple Store). CLICK.NET is not responsible for any Third Party Services or use thereof. Additionally, unless the Publisher receives CLICK.NET's prior written approval, the Publisher shall not alter or modify an Application or permit or authorize a third party to do so.

7. PROPRIETARY RIGHTS

7.1 Except as expressly set out and granted in this Agreement, as between the Publisher and CLICK.NET, CLICK.NET shall retain all of the right, title and interest in and to the CLICK.NET Platform, its Marks and the Third Party Content Marks (except for the Publisher Materials) and any derivatives thereof, including any Intellectual Property Rights therein. As between CLICK.NET and the Publisher, all use of the CLICK.NET Platform shall inure to the benefit of CLICK.NET and the Publisher shall not: (i) contest (or assist others to contest) CLICK.NET's rights or interests in and to the Click.net Custom Solution or the validity of CLICK.NET's rights in and to the CLICK.NET Platform and all applications, registrations or other legally recognized interests therein, or (ii) seek to register, obtain, record or attempt to pursue any Intellectual Property Rights or other proprietary rights or protections in or to the CLICK.NET Platform. All rights in the CLICK.NET Platform which are not expressly granted under this Agreement are reserved by CLICK.NET. The Publisher will retain and reproduce any copyright, disclaimers and other proprietary notices in full and as they appear in or on the CLICK.NET Platform and Application.

7.2 The Publisher shall not assert any Intellectual Property Rights with respect to the CLICK.NET Platform or any element, derivation, adaptation, variation or name thereof. Except as set forth in Section 5 above, an Application shall not include and/or be promoted using any Intellectual Property Right of CLICK.NET or its authorized third-party licensors, unless and to the extent that CLICK.NET adds its own button, logo or any other branded element to an Application or unless otherwise provided in this Agreement.

8. CONFIDENTIALITY

8.1 During the Term, the Publisher may have access to non-public information of CLICK.NET, whether in writing or oral, and regardless of the manner in which it is furnished, which given the context and circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (together, the "**Confidential Information**"). The Publisher agrees: (i) not to disclose any of CLICK.NET's Confidential Information to any third parties; (ii) to keep CLICK.NET's Confidential Information confidential using as a minimum the same degree of care the Publisher uses to protect its own confidential information and which shall in any event not be less than a reasonable degree of care; and (iii) not to use any of CLICK.NET's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement.

8.2 Unauthorized disclosure or use of any of CLICK.NET's Confidential Information is likely to give rise to irreparable injury, which may not be adequately compensated by damages. The Publisher therefore hereby agrees and acknowledges that monetary damages are not a sufficient remedy for any breach of this Agreement by the Publisher and that CLICK.NET shall be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of this Agreement, in addition to any other action or remedies that may be available at law or in equity.

8.3 At any time upon the written request of CLICK.NET, the Publisher shall return to CLICK.NET, or destroy, subject to CLICK.NET's written instructions, any or all of CLICK.NET's Confidential Information in tangible form in its possession, and shall provide CLICK.NET with satisfactory evidence of the complete and full execution of the provisions of this section 8, to be determined at the sole discretion of CLICK.NET.

8.5 The Publisher hereby acknowledges and agrees that CLICK.NET may provide to the applicable authorities or any court of competent jurisdiction the Publisher Account related information in the event that CLICK.NET is required by legal process, order of any court of competent jurisdiction, or any applicable law, rule or regulation to provide such information.

8.6 The Publisher shall keep in strict confidence and shall not disclose to any third party any of CLICK.NET's Confidential Information during the Term hereunder and for a period of three (3) years following the termination of this Agreement, unless a longer period of protection applies under applicable law, either as trade secret information or otherwise.

9. REPRESENTATIONS AND WARRANTIES

9.1 By CLICK.NET, CLICK.NET represents and warrants that it will use commercially reasonable efforts to perform its obligations hereunder. CLICK.NET is not responsible for and does not provide any warranty with respect to any Content (including, without limitation, Content part of an Application, Third Party Content, End User Content or Publisher Materials) or any third-party sites that can be linked through the Platform or an Application. Furthermore, CLICK.NET does not guarantee that any Content (including, without limitation, Third Party Content, End User Content or Publisher Materials) will be made available through an Application, the CLICK.NET Platform, continuously or at all. **WHILE CLICK.NET IS UNDER NO OBLIGATION TO DO SO, WITHOUT LIMITING ANY OTHER TERMS OF THIS AGREEMENT, CLICK.NET RESERVES THE RIGHT TO REMOVE AND PERMANENTLY DELETE ANY CONTENT FROM ANY APPLICATION WITHOUT NOTICE IN THE EVENT SUCH CONTENT IS PROVIDED IN VIOLATION OF THE TERMS OF THIS AGREEMENT.** CLICK.NET does not have any obligation to monitor the End User Content or the Publisher Materials that are uploaded, posted, submitted or otherwise transmitted using an Application or otherwise, for any purpose and, as a result, is not responsible for the accuracy, appropriateness, completeness, legality or applicability of the End User Content, Publisher Materials or anything said, depicted or written by the Publishers or End Users, including, without limitation, any information obtained by using any *Click.net Application Publisher - Terms and Conditions (Feb. 2012 - v1)*

Application. CLICK.NET does not endorse any End User Content or Publisher Materials or any opinion, advice or recommendation expressed therein and the Publisher agrees to waive, and hereby does waive, any legal or equitable rights or remedies the Publisher has or may have against CLICK.NET with respect to the same. CLICK.NET does not make any representation with respect to so-called "open source" or free software that may be included in the CLICK.NET Platform. Any open source software that may be accompanying the Click.net Custom Solution is licensed to the Publisher in accordance with the applicable open source license or copyright notice accompanying such open source software and CLICK.NET hereby disclaims any and all liability to the Publisher or any third party related thereto. **THE CLICK.NET PLATFORM AS WELL AS THE APPLICATION ARE PROVIDED BY CLICK.NET STRICTLY ON AN "AS IS" BASIS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CLICK.NET MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, QUALITY AND/OR FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENT ARISING IN THE COURSE OF OR CONNECTED TO THE PERFORMANCE HEREUNDER. IN ADDITION, CLICK.NET DOES NOT REPRESENT OR WARRANT THAT: (A) THE CLICK.NET PLATFORM OR ANY OF ITS PRODUCTS, SERVICES OR SOFTWARE WILL BE ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED; (B) PUBLISHER WILL PROFIT OR DERIVE ANY ECONOMIC BENEFIT FROM PUBLISHER'S USE OF THE CLICK.NET PLATFORM OR ANY APPLICATION; (C) OPERATION OF THE CLICK.NET CUSTOM SOLUTION OR ANY OF ITS PRODUCTS, SERVICES OR SOFTWARE WILL BE UNINTERRUPTED; OR (D) ANY APPLICATION OR ANY CONTENT WILL BE MADE AVAILABLE VIA THE CLICK.NET PLATFORM OR OTHERWISE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE PUBLISHER.**

9.2 By the Publisher. The Publisher represents and warrants that: (a) it has all requisite power and authority to execute this Agreement and perform its obligations hereunder and this Agreement constitutes valid and binding legal obligations upon it; (b) the execution and delivery of this Agreement, and the performance by it of its obligations hereunder, will not constitute a breach or default of or otherwise violate any agreement to which such party or any of its affiliates are a party or violate any rights of any third parties arising therefrom; (c) the Publisher Materials are and will be wholly owned or validly and legally licensed for use as contemplated by this Agreement during the Term or are in the public domain and do not infringe or violate any copyright, patent, trademark or other similar Intellectual Property Rights of any third party; (d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations, including, without limitation, data privacy laws, rule and regulations; (d) as between the Publisher and CLICK.NET, the Publisher is solely responsible for the Publisher Materials, the End User Content and any Content or technology embedded in an Application by the Publisher or otherwise made available via an Application by the Publisher; (f) the Publisher will comply with this Agreement, the EULA, the CLICK.NET Privacy Policies and the Application Privacy Policy, as shall be amended from time to time; (g) the Publisher shall not interfere with an End User's access to or acceptance of the EULA; and (h) the Publisher shall not bind CLICK.NET to any agreement or obligation or give any representation, warranty or guarantee with respect to CLICK.NET, except for those that are specifically authorized prior by CLICK.NET in writing.

10. INDEMNIFICATION

The Publisher shall, and shall continue to, defend, hold harmless, and indemnify CLICK.NET, and/or its subsidiaries, affiliates, and associated parties and/or officers, directors, agents, employees,

successors and permitted assignees of CLICK.NET and/or its subsidiaries, affiliates, and/or associated parties (each an "**Indemnified Party**"), from and against any and all claims, losses, damages, suits, actions, demands, proceedings, expenses and/or liabilities of any kind whatsoever, (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) threatened, asserted or filed in any jurisdiction whatsoever (collectively, "**Claims**") brought or made by any third party against the Indemnified Party arising out of: (i) a breach or alleged breach of any warranty, representation or obligation made by the Publisher under this Agreement; (ii) any use of the CLICK.NET Platform or an Application in any manner inconsistent with or in breach of this Agreement; (iii) violation of End User's privacy rights or the creation of a Security Breach by the Publisher; or (iv) the End Users' use of an Application.

11. LIMITATION OF LIABILITY

IN NO EVENT WHATSOEVER WILL CLICK.NET AND/OR ITS THIRD PARTY LICENSORS BE LIABLE TO THE PUBLISHER OR ANY THIRD PARTY FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE AND/OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOST REVENUE, COMPUTER DAMAGE OR SYSTEM FAILURE, SERVICE INTERRUPTION, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE INSTALLATION OR USE OF OR INABILITY TO USE THE CLICK.NET PLATFORM OR AN APPLICATION UNDER ANY FORM OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCT LIABILITY, STRICT LIABILITY AND NEGLIGENCE), IN ANY JURISDICTION WHATSOEVER, AND WHETHER OR NOT CLICK.NET OR ITS THIRD PARTY LICENSORS WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. IN NO EVENT SHALL CLICK.NET'S AND/OR ITS THIRD PARTY LICENSORS' AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, EXCEED FIVE HUNDRED DOLLARS (USD \$500.00). SOME JURISDICTIONS MAY NOT ALLOW SOME OF THE EXCLUSIONS OR LIMITATIONS AS SET OUT ABOVE, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY.

12. TERM AND TERMINATION

12.1 This Agreement shall commence on the date the Publisher agrees to the terms and conditions of this Agreement as set out above and shall continue in force thereafter, unless terminated as provided under this Agreement (the "**Term**").

12.2 Either party may terminate this Agreement upon five (5) days' prior written notice to the other party for any reason and without liability for such termination.

12.3 CLICK.NET may immediately suspend the Publisher Account or terminate this Agreement and disable an Application, in any one of the following instances: (a) if the Publisher breaches any obligation, representation and/or warranty contained in this Agreement; (b) if the Publisher engages in any action that CLICK.NET should consider in its sole discretion, reflects negatively on CLICK.NET or otherwise disparages or devalues CLICK.NET's reputation or goodwill; (c) if the Publisher engages in any acts prohibited by this Agreement; or (d) if CLICK.NET reasonably

determines in its sole discretion that it is commercially impractical to continue supporting an Application in light of legal, business or technical issues.

12.4 Upon the termination of this Agreement for any reason: (a) all rights and licenses granted hereunder by each party shall cease immediately, provided however, that in the event that Publisher Materials remain in the Application, CLICK.NET shall have the right to transmit, display or modify such Publisher Materials for as long as the Application is in use by any End User; (b) the Publisher shall promptly return to CLICK.NET, or destroy and certify the destruction of, all of CLICK.NET's Confidential Information; (c) the Publisher's rights to use the CLICK.NET Platform or any part thereof in connection therewith and an Application, as permitted under this Agreement, shall cease immediately; (d) the Publisher shall immediately cease using the download link to any Application; and (e) CLICK.NET shall have the exclusive right to modify an Application or remove any Application from the CLICK.NET CUSTOM SOLUTION and/or disable any Application. CLICK.NET will not be liable to the Publisher or any third party for termination of this Agreement or termination of the Publisher's access to the Click.net Custom Solution or an Application. **UPON ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT, PUBLISHER MATERIALS OR INFORMATION WHICH ARE RELATED TO THE PUBLISHER ACCOUNT MAY NO LONGER BE ACCESSED BY PUBLISHER.** CLICK.NET will have no obligation whatsoever to maintain any information stored in its data centers related to the Publisher Account or to forward any information to the Publisher or any third party.

12.5 Following the termination of this Agreement, any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement (including Articles 1, 6, 7, 8, 9, 10, 11, and 13 and Sections 3.2, 3.3, 3.4, 5.2, 12.4, and this Section 12.5), shall be deemed to survive for as long as necessary to fulfill such purposes.

13. MISCELLANEOUS

13.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any other prior or collateral agreements with respect to the subject matter hereof, whether oral or written.

13.2 The Publisher may not assign its rights and/or delegate its obligations under this Agreement without CLICK.NET's prior written consent. This Agreement shall be binding on and inure to the benefit of each of the parties and their respective successors and assignees. This Agreement is not made for the benefit of any third party who is not a party hereto, and only the parties hereto or their respective successors and permitted assigns will acquire or have any benefit, right, remedy or claim under or by reason of this Agreement.

13.3 The parties hereto are and shall remain independent contractors, and nothing herein shall be deemed to create any agency, partnership or joint-venture relationship between the parties. Neither party shall be deemed to be an employee or legal representative of the other, nor shall either party have any right or authority to create any obligation on behalf of the other party

13.4 This Agreement will be governed by and construed under the laws of England and Wales. Each party agrees to submit to the personal and exclusive jurisdiction of the courts located in England. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

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

13.6 The failure to require performance of any provision of this Agreement shall not affect a party's right to require performance at any time thereafter; nor shall waiver of a breach of any provision constitute a waiver of the provision itself.

13.7 If any provision of this Agreement is held or made invalid or unenforceable for any reason, such invalidity shall not affect the remainder of this Agreement, and the invalid or unenforceable provisions shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable comes closest to the original intentions of the parties hereto and has like economic effect.

13.8 All notices required or permitted under this Agreement shall be in English and in writing and shall be delivered (a) to CLICK.NET - by facsimile, e-mail or other electronic means, by registered or certified mail (postage prepaid) or by overnight courier service, at the address set forth in Paragraph 1 of this Agreement or at such other address as CLICK.NET shall have furnished to the Publisher in writing. A notice shall be deemed given (i) upon receipt when delivered personally, (ii) upon verification of receipt via facsimile or e-mail, (iii) within one (1) business day of being sent by overnight courier, or (iv) within three (3) business days of being sent by registered or certified mail, and (b) to the Publisher - to the e-mail address provided by the Publisher in connection with its Publisher Account. For purposes of the foregoing, CLICK.NET shall be permitted to rely upon the e-mail address provided by the Publisher to CLICK.NET as provided above and shall not be responsible for delays in the delivery of e-mails which delays are not associated with CLICK.NET's mail server.

Date Created: February 2012

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