

Terms of Use

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This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.virob.com website.

Welcome to virob.com – a marketplace for performance marketing programs dedicated to e-commerce industry – an affiliate network with a new approach (the “Platform”, as defined in Section 2 below).

In order to use the Platform, You have to agree on this entire document, which constitutes the legal binding agreement between our Users (You) and Us (“Virob”, as defined in Section 1 below). As We’re updating this document from time to time, if you have a Virob account, We will inform You by email, each time We do so.

We’re sure You’ve seen this kind of documents hundreds of times before, but please read it carefully before creating an account and use Our Platform. We’re very serious about respecting all applicable laws AND about respecting this legal agreement in all aspects.

ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by Virob Policies (including but not limited to Privacy Policy) as amended from time to time. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

Before going deep into legal details, here are the principles We believe in:

1. Everyone is here to learn and make money in a respectful manner. We are kindly asking You to keep all discussions and correspondence on a civilized level but taking into account cultural and personality differences;
2. Online marketing is constantly evolving: new traffic sources and new advertising formats arise every day and consumers’ shopping decisions are influenced in ever so different manners. If a partner does anything that You do not understand, it does not necessarily mean that there is something wrong or that You are being fooled in any way. Always ask before drawing any conclusions and always try to see things from Your business partners’ perspective;
3. We do believe that any problem may be solved through communication and a problem solving, business oriented attitude, as long as there is no bad faith involved. We are here to work together for the long run and We wish to build long-lasting, win-win-win relationships, intended to bring value added to each partner;
4. We are a marketplace, not an advertising agency nor an advertising network. We bring You together and provide technical means for You to work together, but We do not guarantee instant sales but We are doing anything within our power to attract better and motivated people to work and get more sales together;

5. We are as transparent as We can be, subject to privacy and confidentiality restrictions herein. We are sharing best practices and aggregate or anonymized figures/data, with the aim of ensuring that everyone has a fair chance to rapidly evolve, thus bringing value added to the ecosystem.

That being said, if You breach the applicable Law and/or this document and You do not remedy it – should it be subject to remediation as per provisions herein – We will enforce our rights and our honest partners' without second thoughts.

1. PARTIES

This agreement governs legal relationships between Virob Ecommerce India Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its headquarters in 3rd Floor, #13, Paripoorna Layout Phase 3, Rajankunte, Yelahanka, Bengaluru - 560064, email address contact@virob.com ("Virob", "We", "Us"), as owner, provider, and operator of the Platform, and Platform's Users, meaning:

Affiliates – legal or natural persons aged over 18 years, holding duly registered Affiliate Accounts in the Platform, who act as professionals, willing to introduce customers to Virob.com or its associated platform.

And

Merchants – legal entities who own or have the right to sell products and services, holding a duly registered Merchant Account in the Platform, who are acting as professionals and who are willing to benefit from Promotion of their Stores and Products by Affiliates, against Commissions to be paid on a 'Cost per Action' model.

2. DEFINITIONS AND INTERPRETATION

Unless otherwise expressly defined herein, the following terms in capital letters shall bear the following meanings:

VIROB - VIROB is the owner and manager of Ecommerce Website Page, on which VIROB and other third parties (marketplace sellers) are offering products/goods and/or services.

VIROB's Product - The website and the application on which VIROB or third parties (marketplace sellers) offer to sell, sell and distribute products/goods and/or services.

VIROB's Affiliate Platform - The online Platform is provided by VIROB, which enables the Affiliate to participate in the VIROB Affiliate Program and provides the Affiliate with statistical and financial information via VIROB's Affiliate Platform, the Affiliate is able to find all the necessary information and materials, including: Affiliate's performance, retrieve advertising materials, access to Affiliate's amount of commission.

Action - Action means any Sale or Lead, as such are defined below; Action may be also called Conversion within VIROB platform.

Advertising Tool - Advertising Tool means banners (of any size), text-links, text-ads, e-mails, videos as made available through Affiliate Programs, or quick links generated by Affiliates through the Platform, in view of being used by Affiliates for Products' (and/or Merchants Stores) Promotion; All advertising media, including but not limited to website, application and newsletter, Affiliate networks' Sub Affiliates, their owned and brokered medias whether or not registered to the Affiliate Program by the Affiliate and approved by VIROB.

Sub-Affiliates - An entity or an individual who participates in the Affiliate Program through the Affiliate.

Affiliate Program - VIROB's affiliate program that offers to sell, sell and distribute products/goods and/or services to Customers via Hyperlinks on the Affiliate's Media.

App - PAYGYFT mobile application.

Affiliate Commission - The fee received by an Affiliate for delivering a sale or an agreed action excluding chargeback. Affiliate Commission means the performance-related payment amount to which Affiliates are entitled for each and all completed Actions, as per Section 6 below; Approval Time means the maximum time-frame available to Merchant/Seller/Advertisers for rejecting or accepting any Commissions generated from completed Actions. Approval Time depends on each Affiliate Program and it is indicated therein;

Invalid transactions - Virob shall not make commission payouts on, and reserves the right to set-off or initiate chargebacks on, invalid transactions.

Click - A user's call of a hyperlink for the Affiliate Program, leading to the VIROB's Product.

Client - A client who accesses the Advertising Media of the Affiliate or the Virob's Product, and places an order.

Hyperlink - A link to the VIROB's Product in the form of the exact URL, provided via the Affiliate Program, for use by the Affiliate in the Affiliate's Media (e.g. registered websites), that identifies the Affiliate.

Sale (also known as order or transaction) - The act of purchasing a product or service by one of VIROB's customers via the Hyperlink. Payout is based on net sales (valid sales).

SEM (Search Engine Marketing) - The acronym which means search engine marketing and includes any form of online marketing that seeks to promote websites by increasing their visibility in search engine result pages through the use of paid placement, contextual advertising or paid inclusion.

SEO (Search Engine Optimization) - The acronym which means search engine optimization and includes the process of (i) improving the volume or quality of traffic to a website or a web page from search engines via "natural" or un-paid ("organic" or "algorithmic") search results, or (ii) realizing or creating an improved or better ranking in search engine results for a specific keyword or keywords.

Advertising Material - Including but not limited to banner, pop-up or any product information shown in equivalent forms.

Sign-Up Form - The Sign-up form that is accessible via the Affiliate Program for registration to the Affiliate Program.

View (or impression) - The number of times which an advertisement is shown on the Advertising Media.

Products - mean any and all goods and/or services owned/provided by any Merchant, available for being purchased by Customers on Merchants Stores;

ToS - means this agreement together with all its appendices, as they may be amended from time to time, governing the legal relationship between Virob and both the Merchants, on one hand, and the Affiliates, on the other hand;

3. CONTRACT FORMATION

An agreement between VIROB and the Affiliate in respect of the placement of VIROB advertising materials shall be formed exclusively via VIROB platform's application procedure, in the context of which the Affiliate shall submit an application to participate in the Affiliate Program, thereby accepting the terms and conditions of this Agreement.

The Sign-Up Form together with this Agreement and the acceptance into the program will together constitute a framework agreement between VIROB and the Affiliate. In the case of a conflict between the Sign-Up Form and this Agreement, this Agreement shall be the governing document.

4. SCOPE OF WORK

1. Scope of work shall be the participation in the Affiliate Program and promotion for VIROB by the Affiliate as an Affiliate in the context of VIROB's Affiliate Platform. To this end, VIROB shall make a selection of Advertising Materials available to the Affiliate as an advertiser via the VIROB's Affiliate Platform.
2. The Affiliate Program shall not establish any other contractual relationship between the Parties that goes beyond this Agreement.
3. The Affiliate shall be solely responsible for placing Advertising Materials on Affiliate's Media registered in the VIROB Affiliate Program. Subject to VIROB's rights under this Agreement or otherwise, the Affiliate shall be free to decide whether and how long to place the VIROB advertising materials on the Affiliate's Media, unless otherwise required by VIROB. The Affiliate shall be entitled to remove the Advertising Materials at any time. The Affiliate is only allowed to place VIROB advertising materials on the Advertising Media provided that such Advertising Media has been registered with and approved by VIROB.
4. In return for the successful brokerage, the Affiliate shall receive from VIROB the Commission, which shall depend on the extent and real net value of the service.
5. The Affiliate's own terms and conditions shall require the express written consent of VIROB and shall therefore not be applicable even if VIROB does not object to their validity.
6. Any time Affiliates are removed or ban from the Affiliate Programs, as well if Affiliates are, otherwise, in breach of this ToS and/or the Law, VIROB may immediately suspend Affiliates Accounts with the Platform, without payment of corresponding Affiliate Commissions.

5. OBLIGATIONS AND COVENANTS OF THE AFFILIATE

1. The Affiliate shall be expressly prohibited from using and/or modifying the Advertising Materials and content accessed via the VIROB's Affiliate Platform other than as expressly allowed under the terms of this Contract without VIROB's prior written agreement.
2. The Affiliate shall not, without prior written consent by VIROB, be allowed to use advertising emails to promote VIROB. VIROB will be free of all third-party requirements in case of issues because of the mailing Affiliate. The Affiliate guarantees that they take responsibility in case of complaints concerning the e-mail. The Affiliate is not allowed to use the brand "VIROB" within the email address, within the URL, within the source code, and within the subject of the email. The Affiliate has to make sure that it is clear that the email comes from an Affiliate and not from VIROB directly. The email has to be approved by VIROB before it is sent. The Affiliate has to compensate the costs in case of breach of third party requirements or breach of the above restrictions.
3. The Affiliate shall be responsible for the content and routine operation of the Affiliate's Media or other relevant Affiliate Media, and shall, for the term of this Agreement, place no content on said Affiliate Media that breaches applicable law, public morals or third-party rights ("Non-Permitted Traffic and Sources"). Prohibitions shall include, but not be limited to, representations that glorify or promote hate, violence, sexual and pornographic content and illustrations, misleading statements or discriminatory content (e.g. in respect of gender, race, politics, religion, nationality or disability). Such content may neither be mentioned on the Affiliate's Media or other relevant advertising media, nor may links be created from the Affiliate's Media or other relevant advertising media to corresponding content on other websites.
4. The Affiliate's Media or other relevant advertising media shall not conduct, undertake, use, perform or exercise deal, torrent or streaming activities without VIROB's prior consent.
5. The Affiliate shall be prohibited from creating and/or maintaining websites/apps that might lead to risk of confusion with the web/mobile presence of VIROB. The Affiliate shall neither be allowed to mirror said presence nor to copy graphics, texts or other content from VIROB website. It is strictly prohibited to crawl any of VIROB's webpages. In particular, the Affiliate shall avoid creating the impression whether publicly or privately that the Affiliate's Website is a project of VIROB or that its operator is economically linked to VIROB in any way or any other relationship or affiliation between the Affiliate and VIROB that goes beyond the VIROB Affiliate Program and this Agreement. Any use, by the Affiliate, of materials or content from VIROB web presence or its logos or brands shall require VIROB prior written approval.
6. The Affiliate shall be liable, vis-à-vis VIROB, for ensuring that its advertising content are neither in direct nor in indirect breach of domestic or foreign third-party property rights or other rights that do not meet any special statutory protection.
7. It is strictly prohibited to drive SEM and other keyword-based advertising traffic using the VIROB brand or private labels, to VIROB's Product. In other words, "VIROB" and other similar words which could be misleading as VIROB must be entered as a negative keyword.
8. Advertising VIROB through social media activities (including but not limited to Facebook, Pinterest, Twitter) is granted upon request and should not include any trademarks of VIROB, or display misleading content (i.e. that may look like official VIROB social media activities). Social media activities through Facebook platform shall be executed through a "Fan Page" only and not through a "Personal Page" in accordance with Facebook's policy. Inclusion of hyperlinks for every social media post is required unless done in a platform where doing so would not be possible. Posting of hyperlinks through Virob's Official Facebook pages is strictly prohibited. In case of a

violation, a 30% deduction will be applied to the affiliate's next payout. Should the violation be repeated, the affiliate will be blocked from the Virob Affiliate Program.

9. The Affiliate shall not set up campaigns on third party Affiliate Networks. The Affiliate is only allowed to direct its own traffic and/or its own Sub Affiliate traffic in case of networks, to the VIROB's Product.
10. The Affiliate shall warrant that it will set cookies only if advertising material made available by the VIROB Affiliate Program is in visible use on the Affiliate's Website and the user clicks voluntarily and consciously. The use of layers, add-ons, iFrames, pop-up, pop-under, site-under, Auto-redirect advertisements which automatically redirect the user to Advertiser websites without the user's engagement or action (e.g. click, touch), cookie dropping, postview technology, misleading advertisements that result in misleading clicks that display expected content, shall not be permitted and are strictly prohibited. In particular for Apps campaigns, advertisements that result in forced installations of Advertiser applications. For clarification purposes, forced-installation also includes the act of not asking the Users for permission before initiating a download/ redirect.
11. The use of offers, creative or brand names for any case of competition or lottery is strictly prohibited.
12. The Affiliate may promote solely vouchers that VIROB has approved explicitly for affiliates or communicated by means of Affiliate newsletters. The promotion of other vouchers, including but not limited to end customer newsletters, print advertisements or customer service contacts, shall not be permitted and strictly prohibited.
13. Any breach, by the Affiliate, of its obligations stipulated in this Agreement or any other industrial property rights or copyrights of VIROB shall entitle VIROB to terminate this Agreement for good cause in accordance with the statutory provisions. This shall not affect any additional claims against the Affiliate to which VIROB is entitled. In particular, VIROB shall be entitled, vis-à-vis the Affiliate, to withhold or cease all and any services related to said Affiliate.
14. The Affiliate shall remove VIROB advertising material without delay from the Affiliate's Website if VIROB requests it to do so.
15. If VIROB is sued by third parties on account of the Affiliate's breach of contractual obligations or on account of the Affiliate's violation of a statutory provision in relation to the placement of VIROB advertising material, the Affiliate shall be obliged to indemnify VIROB against all third-party claims that are asserted on account of the aforementioned breaches. If, for its legal defense, VIROB requires the Affiliate to provide information or explanations, the Affiliate shall be obliged to make the same available to VIROB within necessary period no later than three (03) days and also to provide reasonable support to VIROB in its legal defense.
16. In addition, the Affiliate shall compensate VIROB for any costs resulting from a claim by third parties on account of the infringement of the aforementioned rights and/or obligations; such costs shall, for example, include lawyers' fees, court or other dispute resolution costs, particularly costs of independent proceedings for taking evidence, damages and other disadvantages that VIROB suffers thereby.
17. The Affiliate shall not purchase any Product(s) through his/her own Affiliate promotions. Also, the Affiliate shall not cause any third parties to use the Affiliate Program to purchase any Product(s) with the intention of reselling such product or for commercial use of any kind.
18. Transactions are not eligible for payouts, where the Affiliate or sub-Affiliate is simultaneously owning or managing the Seller account (whether directly or not).
19. For the avoidance of doubt, such transactions shall be deemed as being brought about through collusion and considered an invalid transaction per Clause 1.9.
20. The Affiliate shall not take advantage of any platform limitations. Exposing procedures which override Virob rules on purchases including, but not limited to, voucher usage and shipping fees is prohibited.

21. The Affiliate covenants that it has and will maintain all licenses, permits, approvals, registrations or the like, to perform the matters contemplated under this Agreement and that it shall carry out this Agreement in compliance with relevant law of Philippines, particularly the Law on Advertisement, its guiding legislation and legal provisions on data privacy.
22. In the event of a breach, (including sending Virob invalid transactions or violating of the terms stated in this Agreement), VIROB reserves the right to deem as chargeback: (i) any pending payment owed to the Affiliate, (ii) the total amount of the payout for the period when the breach was found, (iii) any future payout earned by the affiliate proven to have originated from the breach or violation.
23. The Affiliate shall register each of its Sub-Affiliates with VIROB. The Affiliate acknowledges that by allowing its Sub-Affiliates to participate in the Affiliate Program, the Affiliate shall procure that such Sub-Affiliate shall be bound by the terms and conditions of VIROB's Affiliate Program. In the case of a violation originated by an identified Affiliate network's Sub Affiliate, an additional chargeback can be applied equivalent to 30% of the Sub Affiliate payout.

6. COMMISSIONS

When a Client performs an Action on the Merchant's Store, they will be informed regarding the value of the generated Commission.

The procedure set forth below regarding Commissions' approval, modification or rejection shall accordingly apply.

In the case of completed Actions whose value was later modified (for whatever reason, e.g. insufficient Product stock, Products return, etc) a proportional corresponding amendment of corresponding Affiliate Commission will be done.

Any Affiliate Commission may fall under the following categories:

- **Pending:** is the first status that a generated Commission has. When an Affiliate Commission has the 'Pending' status it means that an Action has been completed as per these ToS and the cumulative fulfilment of conditions set forth above is checked by the Advertiser/Merchant;
- **Rejected:** it means that the Commission is not eligible for payment it is not owed and it will not be paid by Advertiser/Merchant. A Commission may be rejected if any of the conditions above is not met;
- **Approved:** it means that, as a result of all cumulative conditions above under this Section 6 being met, or the Approval Time elapsed without the Commission having been rejected by Advertiser; in case the Approval Time is not respected by Advertiser/Merchant, Commissions are automatically Approved by the Platform and shall be deducted and paid out of the Advertiser's Deposit;
- **Payable:** it means that the Commission is eligible for payment to the Affiliate, automatically after being approved in a pre-paid Affiliate Program or after having been paid by the Advertiser for a post-paid Affiliate Program; Commission is eligible for payment and it will be paid subject to the Affiliate request, as per these ToS;

Except if otherwise expressly provided herein, once having been Approved, a Commission cannot be diminished, Rejected or otherwise modified by the Advertiser.

Commissions are being calculated as percentage of the value of Sales generated for the Advertiser or fixed amount for Leads or Sales, as per these ToS. Such percentage is applied to the net amount (excluding VAT or any other taxes) and final amount (after having applied all discounts offered by the

Advertiser over the list prices) of Products bought by the directed Clients. Transportation charges applied for delivery of Products purchased by Clients on Advertisers Websites are NOT generating Commissions.

Advertisers may: (i) decrease Commissions applicable to a certain Program, subject to priory notifying all Affiliates participating in such Affiliate Program; a prior notice of applicable Cookie Life time but not more than 30 days shall be sent in this respect; or (ii) increase the Commission. In all situations, the Platform notifies by email all Affiliates who are active in the relevant Affiliate Program.

Customised conditions (for ex, preferred Commissions, either higher or lower than the standard available for the respective Affiliate Program, as well as different Cookie Lifetime) may be offered to Affiliates.

Any Advertiser may grant bonuses to Affiliates, in any amount he may consider appropriate. Bonuses are automatically Approved and shall be immediately disbursed from the available balance of the Deposit to the Affiliate Commissions Payable account.

7. SERVICES BY VIROB

1. Once the Affiliate has been admitted to the VIROB Affiliate Program, it shall be provided with a wide range of advertising materials, which shall be adapted at regular intervals in line with the product range and seasonal influences. The Affiliate may request individual provision of formats or newsletter templates from VIROB at any time.
2. VIROB shall operate its website and the services offered thereon, such as the provision of product feed, within the limits of the technical capacities available to VIROB. VIROB shall not be obliged, within these limits, to provide error-free and interruption-free availability of the website. The quality and correctness of the products, advertising material and csv files offered on the VIROB's Affiliate platform shall fall within the exclusive discretion of VIROB.
3. All activities of the Affiliate shall be logged via the platform tracking system and made accessible to the Affiliate via the platform statistics and reports. The commission that VIROB pays to the Affiliate shall be based on the brokered orders and the resulting net shopping basket value.
4. The Affiliate shall, in the context of its participation in the platform and in accordance with the terms and conditions that the Affiliate agreed with VIROB in this respect, be entitled to receive a commission from VIROB in relation to net transactions that are generated, by its active promotion of VIROB on the Affiliate's Website/App, within the first session and for thirty days thereafter if the action of using the Advertising materials is leading to a net transaction and it is the last paid marketing advertorial the end-user is using.

8. LIABILITY OF VIROB

1. In the event of an ordinarily negligent breach of an obligation which is material to the achievement of the contractual purpose (material contractual obligation), the liability of VIROB shall not exceed the total of the commissions paid or payable to the Affiliate under this Agreement in the six months immediately prior to when the event giving rise to the most recent claim of liability occurred.
2. No further liability on the part of VIROB shall exist.
3. The aforementioned limitation of liability shall also apply to the personal liability of VIROB employees, representatives and executive bodies.

9. AFFILIATE COMMISSION FOR TRANSACTION GENERATED FROM VIROB WEBSITE (NON-APP)

1. VIROB agrees to pay a commission on sales generated on Virob's website, by the traffic coming from the Affiliate's Website. In order to reward best performing affiliates, VIROB has put in place a category-based commission structure for transactions generated from VIROB's Affiliate platform. The commission structure could be referred via Virob Affiliate Page
2. The commission structure can be modified at any time by adding or reducing points of commission to selected affiliates, in order to incentivize best practices and harmonize Affiliate's performance.
3. Without prejudice to other rights or remedies available to VIROB, VIROB has the right to withhold, and the Affiliate agrees that it shall not be eligible for, any commission otherwise payable under this Agreement if VIROB determines that the Affiliate is not in compliance with any requirement or restriction under this Agreement, including but not limited to technical errors, such as improper link formatting, by the Affiliate.

10. AFFILIATE COMMISSION FOR TRANSACTION GENERATED FROM PAYGYFT APP

1. VIROB agrees to pay a commission on sales generated on PAYGYFT's App, by the traffic coming from the Affiliate's Website / App. VIROB offers commission per net order excluding chargeback. The commission structure could be referred via Virob Affiliate Page
2. The commission structure can be modified at any time by adding or reducing points of commission to selected affiliates, in order to incentivize best practices and harmonize Affiliate's performance.
3. Without prejudice to other rights or remedies available to VIROB, VIROB has the right to withhold, and the Affiliate agrees that it shall not be eligible for, any commission otherwise payable under this Agreement if VIROB determines that the Affiliate is not in compliance with any requirement or restriction under this Agreement, including but not limited to technical errors, such as improper link formatting, by the Affiliate.

11. TRACKING METHODOLOGY

1. VIROB and the Affiliate agree that tracking and reporting are being carried out by VIROB's Affiliate Platform by which a cookie is dropped on the user's browser to track transaction back to each specific affiliate and by which the device ID is used to track transactions generated from PAYGYFT app.
2. VIROB attributes a browser transaction to the Affiliate which is in the last position of the click chain. For mobile app campaigns, a post-click attribution is used and the order is attributed to the affiliate whose hyperlink was clicked last, regardless of clicks to other marketing channels' links.

12. ORGANISATION AND INDEPENDENCE OF THE AFFILIATE

1. Virob and the Affiliate are independent contractors, and nothing in this agreement will create any partnership, joint venture, agency, franchise or sales representative relationship between the Parties. The Seller will have no authority to make or accept any offers or representations on behalf of VIROB.
2. The Affiliate shall not subcontract any of its rights or obligations under this agreement without prior written consent of VIROB.

13. YOUR ACCOUNT AND REGISTRATION OBLIGATIONS

If You use the Website, You shall be responsible for maintaining the confidentiality of your Username and Password and You shall be responsible for all activities that occur under your Username and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website.

14. PLATFORM FOR TRANSACTION AND COMMUNICATION

The Website is a platform that Users utilize to meet and interact with one another for their transactions. Virob is not and cannot be a party to or control in any manner any transaction between the Website's Users.

Henceforward:

1. All commercial/contractual terms are offered by and agreed to between Buyers and Sellers alone. The commercial/contractual terms include without limitation price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. Virob does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the Buyers and Sellers.
2. Virob does not make any representation or Warranty as to specifics (such as quality, value, salability, etc) of the products or services proposed to be sold or offered to be sold or purchased on the Website. Virob does not implicitly or explicitly support or endorse the sale or purchase of any products or services on the Website. Virob accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
3. Virob is not responsible for any non-performance or breach of any contract entered into between Buyers and Sellers. Virob cannot and does not guarantee that the concerned Buyers and/or Sellers will perform any transaction concluded on the Website. Virob shall not and is not required to mediate or resolve any dispute or disagreement between Buyers and Sellers.
4. Virob does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc) of any of its Users. You are advised to independently verify the bona fides of any particular User that You choose to deal with on the Website and use Your best judgment in that behalf.
5. Virob does not at any point of time during any transaction between Buyer and Seller on the Website come into or take possession of any of the products or services offered by Seller nor does it at any point gain title to or have any rights or claims over the products or services offered by Seller to Buyer.
6. At no time shall Virob hold any right, title or interest over the products nor shall Virob have any obligations or liabilities in respect of such contract entered into between Buyers and Sellers. Virob is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.
7. The Website is only a platform that can be utilized by Users to reach a larger base to buy and sell products or services. Virob is only providing a platform for communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the Seller and the Buyer. At no time shall Virob hold any any right, title or interest over the products

nor shall Virob have any obligations or liabilities in respect of such contract. Virob is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

8. You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the seller(s) that You transact with.

Disclaimer: Pricing on any product(s) as is reflected on the Website may due to some technical issue, typographical error or product information published by seller may be incorrectly reflected and in such an event seller may cancel such your order(s).

9. You release and indemnify Virob and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Website and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, Virob cannot take responsibility or control the information provided by other Users which is made available on the Website. You may find other User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading when using the Website.

Please note that there could be risks in dealing with underage persons or people acting under false pretence.

15. CHARGES

Membership on the Website is free for buyers. Virob does not charge any fee for browsing and buying on the Website. Virob reserves the right to change its Fee Policy from time to time. In particular, Virob may at its sole discretion introduce new services and modify some or all of the existing services offered on the Website. In such an event Virob reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Policy shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website.

16. DATA PROTECTION

We view protection of Your privacy as a very important principle. We understand clearly that You and Your Personal Information is one of Our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. If You object to Your Information being transferred or used in this way please do not use Website.

Please read this Privacy Policy carefully. Please check it, from time to time, as it may suffer amendments, revisions or restatements. If You do not agree with it, please stop using the Platform and the Services and stop providing any personal data to us.

17. CONFIDENTIALITY

1. Confidential information shall be any information and documents belonging to the respective other Party that has been marked as confidential or can be regarded as confidential based on the circumstances. This shall include but not limited to:
 - a. Any marketing strategies, plans, financial information, or projections, operations, sales estimates and business plans relating to the past, present or future business activities of such party;
 - b. Any past or present performance results, including orders and volumes;
 - c. Any plan and strategies for expansion;
 - d. Any products or services, customers or supplier lists;
 - e. Any specific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
 - f. Any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
 - g. Any other information that should be reasonably recognized as confidential information of disclosing party. Confidential information need not be novel, unique, patentable, and copyrightable or constitute a trade secret in order to be designated Confidential Information.
2. None of the Parties has the right to reveal the confidential information to third parties in case getting written approval from the non-disclosing Party. The Affiliate shall disclose confidential information only to those employees for the purpose of implementing this Agreement, and not for any other purposes. The Affiliate shall oblige said employees to maintain secrecy in respect of the confidential information during and after their activity.
3. Notwithstanding the foregoing, the confidential information could be disclosed due to the following reasons:
 - a. To comply with the mandatory provisions of applicable law or the rules of any recognised jurisdiction;
 - b. The information is in the public domain, other than through a breach of this clause;
 - c. For the purposes of any arbitration or legal proceedings arising from this Agreement; and
 - d. To any governmental authority at their request.
4. The duty of non-disclosure shall apply for an unlimited period beyond the term of this Agreement.

Users confirm that in order to enable Virob to improve promote or market the service provided through the Platform, Virob may produce statistics or summaries relating to the use of the service and may use any general information regarding Users for marketing and advertising purposes, to the extent such information do not include sensitive competitive details or know how of Affiliates or Advertisers.

18. INDEMNITY

You shall indemnify and hold harmless Virob, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

19. TRADEMARK, COPYRIGHT AND RESTRICTION

This site is controlled and operated by Virob and products are sold by respective Sellers. All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on Website is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other website or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

Trademark complaint

Virob respects the intellectual property of others. In case You feel that Your Trademark has been infringed, You can write to Virob at contact@virob.com

20. PRODUCT DESCRIPTION

Virob we do not warrant that Product description or other content of this Website is accurate, complete, reliable, current, or error-free and assumes no liability in this regard.

21. ASSIGNMENT, RIGHTS OF RETENTION, SET-OFF

1. The Affiliate may transfer claims against VIROB based on this Agreement to third parties only with VIROB's written consent.
2. Neither of the Parties to the contract can have the right to transfer, assign or subcontract all or part of its rights or obligations deriving from this agreement without the written consent of the other Party. In case having a consent, all term and conditions of this Agreement will be kept unchanged except for having mutual consent.
3. Either Party to the contract may set off or exercise a right of retention only in relation to the other Party's receivables that are uncontested or have become res judicata.

22. GOVERNING LAWS AND DISPUTE SETTLEMENT

1. Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Bangalore.
2. Any disputes arising out of or relating to the execution of this Agreement or the breach, termination, or invalidity thereof shall be attempted to be settled through good faith negotiations between the Parties during a period of up to thirty (30) days or such longer period to which the Parties may agree but not otherwise.

23. LIMITATION OF LIABILITY

IN NO EVENT SHALL VIROB BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE, EVEN IF USER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

24. FINAL PROVISIONS

1. This Agreement shall take effect from the date of signing.
2. There shall be no oral ancillary agreements to this Agreement. Amendments and addenda to the Agreement shall be in writing. This shall also apply to the amendment or rescission of this clause.
3. Any subsequent Insertion Order and other agreements entered into after the effective date shall be an integral part of this Agreement and governed by all terms and conditions herein.
4. Should individual provisions in this Agreement be invalid or unenforceable, this shall not affect the validity of the other provisions. The Parties shall endeavor to replace the invalid or unenforceable provision with one that best meets the contractual objective in legal and economic terms. The same shall apply in the event of a lacuna.

If this Agreement is being agreed to be a company or entity, then the person signing for and on behalf of that company or entity represents that he or she is authorized to legally bind that company or entity to this Agreement.

Should you have any queries, please do not hesitate to contact the VIROB Affiliate Team at the following address: affiliate@virob.com