

Terms and Conditions - Performance Marketing Platform

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Version: PMPTC 1.0

If you are an operator, these NetRefer Performance Marketing Platform Terms and Conditions (“T&C”) apply to you. Please read these T&C carefully before using or accessing NetRefer’s Performance Marketing Platform (“PMP”). By accessing or using the PMP, you agree to be bound by these T&C.

In these T&C, the operator is referred to as “operator”, “you” or “your” and NetRefer is referred to as “NetRefer”, “us”, “we” or “our”.

In these T&C, the terms below shall have the following meaning:

“**affiliate**” means any third parties who direct online and/or offline traffic to the online and/or offline properties of the operator which can be tracked and attributed to the affiliate and who are incentivized by the operator for such introductions and are permitted to access and utilize, but not further distribute, the PMP.

“**operator**” means a client of NetRefer, including any employee or representative of such client who has been authorized by the client to use and/or access the PMP on its behalf.

- The operator is responsible for obtaining consent from the affiliate when manually entering or amending the affiliate details, and the operator shall be liable for any GDPR or other penalties ensuing from non-compliance.
- The operator, as data controller, is responsible for data accuracy pertaining to the affiliate details.
- The operator, as data controller, is responsible for maintaining any terms and conditions presented by the operator to affiliates (“**Affiliate Terms and Conditions**”) and for communicating any changes as required.
- The operator, as data controller, is responsible for including any processing information provided by NetRefer in the Affiliate Terms and Conditions, as applicable.
- The operator, as data controller, is responsible for maintaining any and all languages required for the Affiliate Terms and Conditions and any respective versions.
- The operator, as data controller, is responsible for assigning the roles and privileges and determining what features shall be visible and accessible to which of its employees and ensuring that such access is required for the fulfilment of such employee’s duties. The operator undertakes to only provide access where clear grounds exist for such access.
- You are responsible for the appropriate protection and use of your username, password, token or device being used for authentication to any services being offered by NetRefer. NetRefer shall not be held liable for any damage resulting from your failure to comply with this security obligation or to keep your credential set safe.
- You may not use the PMP for any illegal or unauthorized purpose. You must not, in the use of the PMP, violate any laws in your jurisdiction (including but not limited to copyright laws).

- We do not screen user-generated content or information on the PMP and we cannot give any assurance as to its accuracy or completeness. Users of the PMP are expressly asked not to publish any defamatory, misleading or offensive content or any content which infringes any other party's intellectual property rights (eg. copyright). Any such content is contrary to our policy and we do not accept liability in respect of such content. The user responsible will be personally liable for any damages or other liability arising therefrom and you agree to indemnify us in relation to any liability we may suffer as a result of any such content.
- The PMP and this website or any portion of the PMP or the website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not systematically extract and/or re-utilise parts of the contents of the PMP without our express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any parts of the PMP without our express written consent.
- We claim no intellectual property rights over the material you provide to the PMP. Your profile and materials uploaded remain yours.
- You understand that NetRefer uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage and related technology required to run the PMP and we cannot be held liable for any event, act or omission on their part.
- You understand that any figures and amounts calculated are based on the data being sent to NetRefer and that NetRefer cannot be held responsible for any incorrect figures resulting from incorrect data being sent over.
- You understand that the set up of rewards is entirely within your control and that NetRefer cannot be held responsible for any reward calculations which work as per configuration set wherein the functionality is working correctly.

1.1 Add-Ons, Integrations and APIs

- With regards to add-ons and integrations, NetRefer as the data processor is only responsible for receiving the data and displaying it correctly.
- Integration of the PMP with 3rd party applications using APIs provided by NetRefer, require technical skill. You understand that errors or defects in the integration may cause loss or corruption of data. You must make sure that you use the services of technically skilled persons for the integration. You agree that NetRefer is not liable for any loss or corruption of data caused due to error or defects in the integration.
- You must not try to access any functionality that is not exposed in the documentation for the API. You understand and agree that NetRefer will not be liable for the consequences of accessing or using any unexposed functionality of the API.
- NetRefer, at its discretion, may cease providing the current version of the API either as a result of discontinuation of the API or upgradation of the API to a newer version. In both cases, the current version of the API will stand deprecated and become the deprecated version of the API (hereinafter "Deprecated Version"). When NetRefer decides to deprecate the current version of the API, you will be informed about such deprecation. For a period of six months following announcement of deprecation (hereinafter the "Deprecation Period"), NetRefer will use commercially reasonable efforts to support the Deprecated Version. You understand that NetRefer is not obliged to provide the features of the newer version in the Deprecated Version. NetRefer need not support the Deprecated Version after the Deprecation Period.
- NetRefer in its discretion may cease supporting the Deprecated Version during the Deprecation Period if i) NetRefer is required to do so by law, or ii) you have breached any provision of these T&C

or the contractual Terms of Service, or iii) NetRefer determines that supporting the API is likely to result in a security risk to NetRefer.

- NetRefer may prescribe usage limits, including limits on the number of calls, number of records per call, bandwidth usage and frequency of calls. You are required to adhere to the usage limits prescribed by NetRefer in order to avail uninterrupted service. You understand that NetRefer may restrict an activity if you reach the usage limit corresponding to such activity and that an API call may either fail or be partially executed if the usage limits are reached before or during an API call.
- NetRefer reserves the right to modify the NetRefer Performance Marketing Platform Terms & Conditions. Modifications to these T&C are effective upon your use of the PMP subsequent to publication of such modification.