SwiftTask Affiliate Program Agreement

This document was created on 4<sup>th</sup> July, 2011.

AFFILIATE PROGRAM AGREEMENT ACCEPTANCE. This Affiliates Program Agreement (the "Agreement") is a legal agreement between you and SwiftTask.com - a subsidiary of Gamma Computers, trade license number (1049814), operating the www.swifttask.com website - and contains the complete terms and conditions that apply to an individual's or entity's participation in the SwiftTask.com Affiliates Program (the "Affiliates Program"). In this document, "you" refers to the Affiliates Program applicant, and "we" and "us" refer to SwiftTask.com. "Site" refers to an Internet website. By completing an Affiliates Program Application and clicking on the Submit Application button, you agree to be bound by the terms of this Agreement.

AFFILIATE PROGRAM AGREEMENT AMENDEMENT. SwiftTask.com may amend or change part or all this Affiliate Program Agreement anytime, without notice, then posting the amended version on its site or any linked information and announce it. Users will then be held liable to all terms and conditions mentioned in the amended version as it will be effective immediately.

1. ENROLLING IN THE PROGRAM. To begin the enrollment process, you will submit a completed Affiliates Program Application via the SwiftTask.com site. We will evaluate your application in good faith and will notify you of your acceptance or rejection. We may reject your application if we determine, in our sole discretion, that your site is unsuitable for the Affiliates Program for any reason. Unsuitable sites include, but are not limited to, those that: promote sexually explicit materials; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; promote illegal activities; or violate intellectual property rights. If we reject your application, you may reapply to the Affiliates Program at any time, and we will reconsider your application.

2. LINKING TO OUR SITE. On your site, you may place Site Links to pages on the SwiftTask.com site. For purposes of this Agreement, a "Site Link" is a hypertext link comprised of a URL and a SwiftTask.com-approved graphic, available from our site. The URL also incorporates unique Affiliates Program Identifier Information which will be provided to you by SwiftTask.com, or its agent. Once accepted, you may add or delete Site Links from your site at any time without our approval. Each Site Link must connect directly to the SwiftTask.com site. You may not transmit "interstitial advertising" to

E-mail: affiliates@SwiftTask.com

Phone: +9712-6222345 Fax: +9712-6222567 P.O.Box: 43957 Abu Dhabi UAE

Page 1 of 6



SwiftTask Affiliate Program Agreement

 $users\ as\ they\ link\ from\ your\ site\ to\ the\ SwiftTask.com\ site,\ or\ otherwise\ interrupt\ such\ link\ through\ the\ use$ 

of any intermediate screen or device, including without limitation the use of any html pop-up window. In

addition, you may not frame, or otherwise create a border environment or browser around, the

SwiftTask.com site, or the contents thereof. You will be solely responsible for properly incorporating the

Affiliates Program Identifier Information into your Site Link and testing the Site Link to ensure that it

operates properly.

3. COMMISSION AMOUNT. During the term of this Agreement, we will pay you a Commission for each

New Referred User that signs up with us and complete at least one project.

The amount of the Commission is based on the Referred User's net project fees ("Project Fees"), defined

as the total project fees less any charge backs, refunds, and reversals. The amount of the Commission

will be determined by SwiftTask and equal to 50% percentage of Project Fees for referrals through

affiliate links; or 20% through referrals via the "Invite Friends" module.

4. Requirements for Referred Users. For purposes of this Agreement and to be eligible for a Commission,

"New Referred User " means a user who (1) directly accesses our site from your assigned affiliate link on

your website, (2) registers with an e-mail address and name not previously received by us, (3) Sign up for

an Account and Become a User, (4) is successfully complete for at least one SwiftTask.com project, and

(5) uses a promotional code assigned to you under the Affiliates Program.

You may not refer yourself for the Affiliate Program or a user having the same IP address as yourself. The

Referred User must be an individual (or business) with whom you have a pre-existing relationship or he is

a visitor for your website. You may not obtain names for referrals from group email addresses, third party

bulk mailing lists, customer lists, or other similar sources. You may not send unsolicited e-mails ("Spam").

If you send Spam in order to recruit Referred Users, SwiftTask may immediately and permanently close

your Account, without paying out any accrued Commission.

5. PAYOUT PERIOD. You are eligible to receive Commission payouts for the first 3 months of the

Referred User's Account.

E-mail: affiliates@SwiftTask.com

Phone: +9712-6222345 Fax: +9712-6222567

Page 2 of 6

**SwiftTask** 

SwiftTask Affiliate Program Agreement

6. COMMISSION PAYMENT. Commission payments will be paid each calendar month within

approximately forty-five (45) days following the end of such month. We may require you to give us

additional information, such as your social security number, in order for us to comply with any applicable

tax reporting requirements. You hereby agree to provide such information as it may be reasonably

requested by us for such purposes.

We, or our agent, will provide you with access to a password-protected site to view reports summarizing

your Site Link activity. The form and content of the reports may vary from time to time at our discretion. To

permit accurate tracking, reporting, and fee accrual, you must ensure that the Site Links between your

site and our site are properly formatted. Failure to properly format and use the Site Links may result in a

reduction to amounts which would otherwise be paid to you as per the terms hereof or the termination of

this Agreement.

7. LIMITED LICENSE. In your Site Links, you agree to use only those graphic images that we provide,

and further agree to update such images with any new images we provide. You may not alter the look,

feel or functionality of the graphics in any way without SwiftTask.com's prior written permission. We grant

you a limited, non-exclusive, revocable, non-transferable right to use the SwiftTask.com Affiliates

Program graphics and such other images for which we grant express permission, solely for the purpose

of identifying your site as a SwiftTask.com Affiliates Program participant. We reserve all of our rights in

the graphics and all other intellectual property rights. We may revoke your license at any time by giving

you written notice.

You acknowledge that we may desire to use Affiliates Program members' names and logos in press

releases, product brochures and financial reports indicating that you are a member of the SwiftTask.com

Affiliates Program, and you agree that we may use your name and logo in such a manner.

8. TERM OF THE AGREEMENT. The term of this Agreement will begin upon your receipt of an e-mail

notification from SwiftTask.com of its acceptance of your Application and will end when terminated by

either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving

the other party written notice of termination. Upon the termination of this Agreement for any reason, you

will immediately cease all use of SwiftTask.com's Trademarks, and remove from your site(s), all Site

E-mail: affiliates@SwiftTask.com

Phone: +9712-6222345 Fax: +9712-6222567

Page 3 of 6



SwiftTask Affiliate Program Agreement

Links, and all other materials provided by or on behalf of us to you in connection with the Affiliates Program. You are only eligible to earn Commission during the term. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid. Notification via e-mail to your address in our records will be deemed to have been delivered and given for all purposes on the delivery date. Any notice required or permitted hereunder shall be sent to the following address: Affiliate Program, SwiftTask.com, P.O.Box 43957, Abu Dhabi, United Arab Emirates, with a copy to Legal Department.

9. APPLICABLE LAW. Any dispute arising out of or in connection with this Affiliate Agreement shall be governed by the laws of the Emirate of Abu Dhabi, United Arab Emirates. You and SwiftTask.com irrevocably submit to the non-exclusive jurisdiction of the courts The Emirate of Abu Dhabi, United Arab Emirates.

10. WARRANTY AND DISCLAIMER. You warrant that you have full power and authority to enter into this Agreement, and that the entering into and performance of this Agreement by you will not violate, conflict with, or result in a default under any other contract or agreement to which you are a party. You warrant that your site(s) will not infringe, violate or misappropriate any copyright, trade secret, trademark, or other proprietary or intellectual property right of any third party or constitute libel, defamation, and invasion of privacy or the violation of any right of publicity or any other right of any third party. You are solely responsible for the development, operation, maintenance and content of your site(s). SwiftTask.com will not be responsible for any of the foregoing. You agree to indemnify and hold SwiftTask.com, and its directors, officers, affiliates, employees and agents, harmless from all liability, claims, damages and expenses (including without limitation attorneys' fees, court costs and costs of other professionals) relating to or arising from the development, operation, maintenance and contents of your site(s); and/or any breach by you of any representation, warranty or agreement made herein.

THE SITE LINKS, AND ALL OTHER DOCUMENTATION AND SERVICES ARE PROVIDED BY SWIFTTASK.COM "AS IS." WE MAKE NO PROMISES, WARRANTIES, OR REPRESENTATIONS OF ANY KIND, AND WE SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE

E-mail: affiliates@SwiftTask.com

Phone: +9712-6222345 Fax: +9712-6222567

Page 4 of 6



SwiftTask Affiliate Program Agreement

OR THAT OUR PRODUCTS WILL BE AVAILABLE FOR PURCHASE FROM THE SWIFTTASK.COM SITE. THE PROVISIONS OF THIS SECTION WILL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

11. LIMITATION OF LIABILITY. IN NO EVENT WILL WE BE LIABLE TO YOU FOR LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE AFFILIATES PROGRAM, HOWEVER CAUSED, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. THE LIMITS SET FORTH IN THIS SECTION WILL APPLY EVEN IF SWIFTTASK.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL COMMISSION PAID TO YOU UNDER THIS AGREEMENT FOR THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

12. CONFIDENTIALITY. During the term of this Agreement, you may have access to certain non-public information of SwiftTask.com, which information a reasonable person would consider confidential or which is marked as "confidential" or "proprietary" ("Confidential Information"). Confidential Information does not include information that is generally known and available, or in the public domain through no fault of yours. You agree (i) not to disclose any Confidential Information to any third parties, (ii) not to use any Confidential Information for any purposes except carrying out your rights and responsibilities under this Agreement, and (iii) to keep the Confidential Information confidential using the same degree of care you use to protect your own confidential information, as long as you use at least reasonable care. These obligations will survive for three years after expiration or termination of this Agreement for any reason.

13. INDEPENDENT INVESTIGATION. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE SITES THAT

E-mail: affiliates@SwiftTask.com

Phone: +9712-6222345 Fax: +9712-6222567 Page 5 of 6



SwiftTask Affiliate Program Agreement

ARE SIMILAR TO OR COMPETE WITH YOUR SITE(S). YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE AFFILIATES PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

14. GENERAL. You and SwiftTask.com are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and SwiftTask.com. You understand that you do not have authority to make or accept any offers or make any representations on behalf of SwiftTask.com.. We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Affiliates Program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the change. You may not assign or otherwise transfer this Agreement or any of your rights or duties under this Agreement, without our prior written consent. This Agreement will inure to the benefit of SwiftTask.com, its successors, administrators, heirs, and assigns. This Agreement constitutes the complete and exclusive understanding and agreement of SwiftTask.com and you relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, and communications (including advertisements), whether oral or written, between the parties.

E-mail: affiliates@SwiftTask.com

Phone: +9712-6222345 P.O.Box: 43957 Abu Dhabi UAE Fax: +9712-6222567

Page 6 of 6

