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Casewise Gateway Affiliate Agreement 2008

This is a legal agreement between you and Casewise Limited. By submitting the online application you are agreeing that you have read and understood the terms and conditions of this agreement and that you agree to be legally responsible for each and every term and condition.

1. Overview

This agreement contains the complete terms and conditions that apply to your becoming an affiliate in the Casewise Gateway Program. The purpose of this agreement is to allow HTML linking between your web site and the Casewise Gateway web site (www.casewise.com/gateway). Please note that throughout this Agreement “we,” “us,” and “our” refers to Casewise Ltd, and “you,” “your,” and “yours” refers to the affiliate.

2. Affiliate Obligations

- 2.1 To begin the enrolment process, you must complete and submit the affiliate application form. Upon receipt of this form, we will evaluate your application to join the program and notify you of your acceptance or rejection. We may reject your application at our sole discretion.
- 2.2 As a member of the Casewise Gateway Affiliate Program, you will have access to the Casewise Gateway Affiliate Resource Centre. At this site, you will be able to view the different types of animated banner and text adverts which can be used on your web site. You are allowed to link to any page within the Casewise Gateway area of Casewise.com but we will only guarantee that those specific web pages that we designate in the HTML code will be tracked for commission purposes. Upon application, affiliate partners will be required to indicate which of the various banner or text adverts you wish to feature on your site. The relevant HTML code will then be provided to you once your application has been approved.
- 2.3 You agree to fully cooperate with us in order to establish and maintain any links between the Casewise Gateway and your site. You also agree that those graphic images that you display pertaining to the Casewise Gateway, for use as links or otherwise, will only be graphic images that we provide to you from the Casewise Gateway Affiliate Resource Centre. If we update these graphics, you will be notified however, you will not be required to carry out any updates to your site as these are dynamically driven.
- 2.4 It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person’s copyrighted material, whether it is written, an image, or any other copyrightable work. We will not be responsible (and you will solely be responsible) if you use another person’s copyrighted material or other intellectual property in violation of the law or any third party rights.

3. Casewise Rights and Obligations

- 3.1 We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement, and to notify you of any changes to your site that we feel are necessary.

3.2 Casewise reserves the right to terminate this Agreement and your participation in the Casewise Gateway Affiliate Program immediately and without notice should you commit fraud in your use of this Affiliate Program or should you abuse the program in any way. If such fraud or abuse is detected, Casewise shall not be liable to you for any referral fees for such fraudulent referrals.

3.3 This Agreement will begin upon our acceptance of your Affiliate application, and will continue unless terminated hereunder.

4. Termination

4.1 Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

5. Modification

5.1 We may modify any of the terms and conditions in this Agreement, at any time at our sole discretion. In such an event, you will be notified by email. The notification will also be posted at the Casewise Gateway Affiliate Resource Centre. Modifications may include, but are not limited to, changes in the payment procedures, and the Casewise Gateway Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in this Affiliate Program, following the posting of the change of notice or new Agreement, will indicate your agreement to the changes.

6. Affiliate Fees

6.1 For every new end user who enters the Casewise Gateway web site through your Links from your Site and purchases products from Casewise (a "Qualified Buyer"), Casewise will pay you a fee of 10% (10 percent) of the order subtotal (before tax and shipping). Please note that we will only pay Affiliate Fees on purchases by Qualified Buyers who subsequently enter the Casewise Gateway web site through Links from your Site.

7. Payment

7.1 You will automatically be sent commissions earned (provided they equal or exceed \$199) within seven business days at the end of each financial quarter. Quarter's end on 31 March, 30 June, 31 October and 31 December. Payment will be notified to you by email at the email address registered when applying to become an affiliate. We will calculate commission payments in UK (£) Sterling but will make commission payments to you in either (at your discretion) US Dollars (\$) or UK Sterling (£) at the exchange rates ruling at the time of payment and, for US Dollar payments, after a reduction of any exchange costs.

8. Reporting

8.1 Reports on the affiliate program will be generated and emailed to you on a monthly basis highlight any commission fees due to you.

9. Promotion Restrictions

9.1 Any promotional activities you undertake referencing the Casewise Gateway may be perceived as a joint venture. Casewise prohibit certain forms of advertising such as "spamming" which can cause damage to our brand name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), posting to non commercial newsgroups and cross posting to multiple newsgroups at once. In addition, you may not advertise in any

way that effectively conceals or misrepresents your identity, your domain name or your return email address. You may use mailings to customers to promote the Casewise Gateway so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings. You may post to newsgroups to promote the Casewise Gateway web site so long as the news group specifically welcomes commercial messages. No matter what, you must always clearly represent yourself and your web site as being independent from Casewise. If it is brought to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in this Affiliate Program. Any pending balances owed to you will not be paid if your account is terminated due to unacceptable advertising or solicitation.

10. Grant of Licenses

10.1 We grant to you a non-exclusive, non-transferable, revocable right to i) access our site through HTML links solely in accordance with the terms of this agreement and ii) solely in connection with such links, to use our logo, trade names, images and similar identifying material (collectively, the "Licensed Materials") that we provide to you for such purpose. You may not alter, modify or change the Licensed Materials in any way. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of the Casewise Gateway Affiliate Program. All uses of Licensed Materials by you shall be subject to any Casewise trademark usage guidelines as may be provided to you from time to time. You agree that all uses of the Licensed Material will be on behalf of Casewise and the good will associated therewith will inure to the sole benefit of Casewise.

10.2 You grant to us a non-exclusive right to utilize your names, titles and logos in the advertising, marketing, promoting and publicizing in any manner our rights under this agreement.

10.3 Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this agreement, each party retains all right, title or interest in the materials. Casewise makes no express or implied representations or warranties regarding Casewise products and publications and website; any implied warranties, fitness for a particular purpose and non-infringement are expressly disclaimed and excluded. In addition, we make no representation that the operation of our site will be uninterrupted or error free and we will not be liable for the consequences of any interruptions or errors.

11. Representations and Warranties

You represent and warrant that:

11.1 This agreement has been duly and validly executed and delivered by you and constitute your legal, valid and binding obligation, enforceable against you in accordance with its terms.

11.2 You have the full right, power and authority to enter into and be bound by the terms and conditions of this agreement without the approval or consent of any other party.

11.3 You have sufficient right, title and interest in and to the rights granted to us in this agreement.

12. Limitations and Liability

We will not be liable to you with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability or other legal or equitable theory for any indirect, incidental, consequential, special or exemplary damages (including, without limitation, loss or revenue or goodwill or anticipated profits or lost business), even if we have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event shall Casewise cumulative liability to you arising out of or related to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total commission fees paid to you under this agreement.

13. Indemnification

You agree to indemnify and hold harmless Casewise and its employees, representatives, agents and affiliates, against any and all claims, suits actions, or other proceedings brought against Casewise based on or arising from any claim (i) that our use of any material provided by you infringes on any copyright, patent, trademark, trade secret or any other intellectual property right of any third party, or (ii) resulting from your breach of this Agreement or resulting from your breach of any third party intellectual property right of misappropriation of any material, or resulting from any of your defamatory, libellous act or resulting from your violation of any third party right of publicity or privacy. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Casewise in connection with or arising from any such claim, suit, action, or proceeding.

14. Confidentiality

All confidential information, including but not, limited to, any business, technical, financial and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential", will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

15. Miscellaneous

15.1 You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Casewise. You will have no authority to make or except any offers or representation on our behalf. You will not make any statement whether on your site or any other of your site or otherwise, that reasonably would contradict anything in this section.

15.2 Neither party may assign its rights or obligation under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of either party.

15.3 This Agreement shall be governed by and interpreted in accordance with the laws of the United Kingdom without regard to the conflicts of laws and principles thereof.

15.4 You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

15.5 This Agreement represents the entire Agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

15.6 The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

15.7 If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such as the intent of the parties is effectuated, and the remainder of this Agreement shall have full force and effects.