

## 1. ACCEPTANCE OF TERMS

Welcome to FreeLinkMarket. FreeLinkMarket provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://www.FreeLinkMarket.com/terms.html>. In addition, when using particular FreeLinkMarket services, you and FreeLinkMarket shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules (including but not limited to our Privacy Policy) are hereby incorporated by reference into the TOS. FreeLinkMarket may also offer or be associated with other services by it or via partners or customers that are governed by different Terms of Service.

## 2. DESCRIPTION OF SERVICE

FreeLinkMarket is part of the Leeway Hertz Network of email newsletters, websites and other properties. FreeLinkMarket currently provides users with access to a collection of resources, including but not limited to, a business to business search engine and directory (the "Service"). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for FreeLinkMarket to provide the Service. You also understand and agree that the service may include certain communications from FreeLinkMarket, such as service announcements, administrative messages and certain branded and co-branded email newsletters (**THIS SPECIFICALLY INCLUDES A SUBSCRIPTION TO THE WEBPRONEWS EMAIL NEWSLETTER AND SPONSOR UPDATES.**), and that these communications are considered part of your FreeLinkMarket membership. As a submitter to FreeLinkMarket you may unsubscribe from Web Pro News and all future FreeLinkMarket communications but FreeLinkMarket reserves the right to remove your listing from the free FreeLinkMarket service. Unless explicitly stated otherwise, any new features that augments or enhances the current Service, including the release of new FreeLinkMarket properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that FreeLinkMarket assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

Please be aware that FreeLinkMarket has created certain areas on the Service that contain adult or mature content. You must be at least 18 years of age to access and view such areas.

## 3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the India or other applicable jurisdiction and are authorized to represent the company who owns the website you are submitting . It is required that you submit proper

contact information. If you are a third party operating on behalf of another company it is also required that you provide proper contact information for FreeLinkMarket to contact a representative of the company and this includes a company contact email address. You also agree to: (a) provide true, accurate, current and complete information about yourself and the business you are representing as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or FreeLinkMarket has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, FreeLinkMarket has the right to suspend or terminate your listing and FreeLinkMarket Membership and refuse any and all current or future use of the Service (or any portion thereof). FreeLinkMarket may also attempt to update or enhance the information you provided (including but not limited to the contact information you provided for the company you represent including physical business address and email contact address) by visiting and/or searching your submitted websites or searching the web for identifying information about you, your website or business. FreeLinkMarket may also phone you or your business to update or enhance the data you provided. Additionally, FreeLinkMarket may utilize append services to add data related to you, your site or business to the FreeLinkMarket database and make available all or part of this data for web display. FreeLinkMarket is concerned about the safety and privacy of all its users, particularly children. Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Services and/or Content (as defined in Section 6 below) are appropriate for your child.

#### 4. FreeLinkMarket PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at <http://www.FreeLinkMarket.com/policy/index.htm>.

#### 5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and Membership Account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify FreeLinkMarket of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. FreeLinkMarket cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

#### 6. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not FreeLinkMarket, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service.

FreeLinkMarket does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will FreeLinkMarket be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

harm minors in any way;

impersonate any person or entity, including, but not limited to, a FreeLinkMarket official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;

upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the Indian Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the Delhi Stock Exchange, and any regulations having the force of law;

"stalk" or otherwise harass another; or

collect or store personal data about other users.

You acknowledge that FreeLinkMarket may not pre-screen Content, but that FreeLinkMarket and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, FreeLinkMarket and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by FreeLinkMarket or submitted to FreeLinkMarket.

You acknowledge, consent and agree that FreeLinkMarket may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of FreeLinkMarket, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by FreeLinkMarket and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

## 7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the india or the country in which you reside.

## 8. INDEMNITY

You agree to indemnify and hold FreeLinkMarket, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

## 9. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your FreeLinkMarket I.D.), use of the Service, or access to the Service.

## 10. MODIFICATIONS TO SERVICE

FreeLinkMarket reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that FreeLinkMarket shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## 11. TERMINATION

You agree that FreeLinkMarket may, under certain circumstances and without prior notice, immediately terminate your FreeLinkMarket account, listing and company profile content, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, and (f) extended periods of inactivity. Termination of your FreeLinkMarket account includes (a) removal of access to all offerings within the Service, (b) at FreeLinkMarket's discretion, deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring further use of the Service. Further, you agree that all terminations for cause shall be made in FreeLinkMarket's sole discretion and that FreeLinkMarket shall not be liable to you or any third-party for any termination of your account, any associated email address, or access to the Service.

## 12. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that FreeLinkMarket shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

## 13. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because FreeLinkMarket has no control over such sites and resources, you acknowledge and agree that FreeLinkMarket is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that FreeLinkMarket shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

#### 14. FreeLinkMarket's PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by FreeLinkMarket or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

FreeLinkMarket grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by FreeLinkMarket for use in accessing the Service.

#### 15. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FreeLinkMarket EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

FreeLinkMarket MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR

RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FreeLinkMarket OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE -- DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

#### 16. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT FreeLinkMarket SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FreeLinkMarket HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

#### 17. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

#### 18. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 17 and 18 again. They go doubly for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. FreeLinkMarket and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

#### 19. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third party beneficiaries to this Agreement.

#### 20. NOTICE

FreeLinkMarket may provide you with notices, including those regarding changes to the TOS, by either email, regular mail, or postings on the Service.

#### 21. TRADEMARK INFORMATION

The, FreeLinkMarket logo, is a trademark of Leeway Hertz, Inc. (the "FreeLinkMarket Marks"). Without Leeway Hertz's prior permission, you agree not to display or use in any manner, the FreeLinkMarket Marks.

#### 22. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

FreeLinkMarket respects the intellectual property of others, and we ask our users to do the same. FreeLinkMarket may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. To report infringements please contact us at [support@FreeLinkMarket.com](mailto:support@FreeLinkMarket.com).

#### 23. GENERAL INFORMATION

The TOS (Entire Agreement.) constitute the entire agreement between you and FreeLinkMarket and governs your use of the Service, superceding any prior agreements between you and FreeLinkMarket. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other FreeLinkMarket services, affiliate services, third-party content or third-party software.



**Choice of Law and Forum:** The TOS and the relationship between you and FreeLinkMarket shall be governed by the laws of the State of Kentucky without regard to its conflict of law provisions. You and FreeLinkMarket agree to submit to the personal and exclusive jurisdiction of the courts located within Delhi, India Jurisdiction only.

**Waiver and Severability of Terms:** The failure of FreeLinkMarket to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

**Statute of Limitations:** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

#### **24. VIOLATIONS**

Please report any violations of the TOS to [support@FreeLinkMarket.com](mailto:support@FreeLinkMarket.com).