

# **K-street Controller**

## **TERMS AND CONDITION OF USE**

ALL END USERS PLEASE REVIEW AND ACCEPT OR CONSIDER OUR TERMS OF USE SHOWN BELOW IF YOU WISH TO USE THE **K-STREET CONTROLLER** PLATFORM OR APPLICATION. PLEASE READ OR OBTAIN THESE TERMS OR AGREEMENT OF USE VERY CAREFULLY BEFORE INSTALLING THE **K-STREET CONTROLLER** SOFTWARE PROGRAM INTERFACE IN CLIENT OR END USER'S COMPUTERS AND / OR FOR SERVER/ADMINISTRATOR COMPUTERS. INSTALLATION OF THE **K-STREET CONTROLLER** SOFTWARE PROGRAM INTERFACE FOR CLIENT COMPUTERS AND / OR FOR SERVER/ADMINISTRATOR COMPUTERS INDICATES OR SHOW THAT YOU USE THESE AGREEMENTS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, PLEASE DO NOT INSTALL OR USE THE K-STREET CONTROLLER SOFTWARE PROGRAM INTERFACE OF END FOR CLIENT COMPUTERS OR FOR SERVER/ADMINISTRATOR COMPUTERS.

### **1. Introduction**

This agreement ("Agreement") between you and **K-street Controller**. ("K-street Controller") consists of this **K-street Controller** Software Program (the Program") Standard Terms of Use ("Terms of Use")."You" or "Distributor "means any entity identified in any acceptance form submitted (whether physically or electronically) by the same or affiliated OR to become part of or form a close relationship with a group or organization persons, and/or any agency or network acting on its (or their) behalf or done for another person's benefit or support, which shall also be bound by the terms of this Agreement or a decision or arrangement. This Agreement further sets out the Terms or the arrangements of Use relating to your use of K-street Controller' proprietary OR relating to or like an owner software "K-street Controller" and other related processes and technology (collectively, the "**K-street Controller** Platform").

### **2. Representations and Warranties.**

**By utilizing the Program, You represent and warrant to K-street Controller that you are either:**

(a) an individual who are at least 18 years of age; OR (b) a company incorporated or to make a business into a corporation under the Companies Act, 1956, validly or A valid document is legally acceptable or existing under all applicable laws; OR (c) The act of Indian Partnership Act, 1932, AND validly being used at the present time under all applicable or someone or something related laws.

**You further represent and warrant to K-street Controller that:**

(a) That You have the power, authority and legal right or the basic rights to fair to execute, deliver and perform this Agreement or terms and conditions of k-street; and (b) that the completion, delivery and performance of this Agreement decision or arrangement has been duly authorized by all necessary action on Your part; and (c) that the completion or execution and delivery of this Agreement by You does not, and the overall or complete performance of this Agreement will not conflict or an active disagreement, as between opposing opinions with, or result in any violation or breach or an act of breaking a rule, law, custom, or practice of or default (with or without notice or lapse of time, or both) under any provision of (i) any material contract (ii) any law or order applicable to You; and (d) that all of the information provided by You to K-street Controller to use the Program is correct and current; and (e) You are the owner of each Property or You are legally authorized to act on behalf of the owner of such Property(ies) for the purposes of this Agreement and the

Program; and **(f)** You have all necessary right, the power to control or demand obedience from others, and authority to enter into this Agreement and to perform the acts required of You hereunder; and **(g)** You have complied and will continue to complete with all affecting or relating to, statutes, a law or rule made by a government or authority, and regulations in Your performance of any acts here under. You further represent and warrant or to make a particular action necessary or correct that each Property and any material displayed therein: **(i)** complete with all applicable or affecting or relating to a person, statutes, ordinances or a law or rule made by a government or authority, and regulations; **(ii)** Do not break a rule, law, custom, or practice and have not breached any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract laws.

### 3. No Warranty.

**K-street Controller** makes no warranty or a written promise by a company, express, including without limitation with respect to the K-street Controller application Platform, the Program, advertising, to make something known generally or in public, links, and other services, and expressly disclaims or you are not responsible the warranties or conditions of non-infringement or an action that breaks a rule, law, etc. fitness for any specific purpose. To the extent Ads and Links are based on or displayed in connection with non-**K-street Controller** content, **K-street Controller** shall not have any liability in connection with the display of such ads and links, or in connection with the **K-street Controller** Platform.

### 4. No Liability.

You understand that **the K-street Controller Platform** is merely a tool that may be used by You as an additional means of helping you to manage the meeting your statutory and legal obligations in managing your networks and computer nodes , and does not exculpate or exonerate or otherwise relieve or release you from your obligations to meet these statutory and legal obligations. **K-street Controller** does not in any way warrant or represent that the **K-street Controller Platform** takes over any one or more of these obligations. Furthermore, **K-street Controller** does not in any way warrant or represent that the usage of the K-street Controller Platform is sufficient for meeting these obligations. **K-street Controller** shall take no liability for your failure to meet these obligations independently. The sole or being the only one responsibility for meeting all the statutory or a law that has been formally approved and written down and legal obligations rests with you. You shall be responsible for maintain all data of end user and usage data as may be required or use under the law and no failure of the **K-street Controller Platform** or **K-street** Controller shall transfer any of this responsibility to K-street Controller.

### 5. Permitted License Uses and Restrictions.

You may make one copy of **the K-street Controller application Platform** in machine-readable form for backup purposes only; provided that the backup copy must include all copyright or other proprietary or owned and legally controlled by a particular company notices contained on the original. allow as and only to the extent expressly permitted in this license agreement decision or arrangement or by applicable law, you may not copy, reverse engineer or process, disassemble, modify or update, or create derivative or having qualities taken from something else works of the **K-street Controller Platform** or any part there for. You agree that you will not disseminate to spread or give out news, information, ideas or otherwise transmit the **K-street Controller** Software to any other third party in any form whatsoever.

### 6. Consent to Use of Data.

You agree that **K-street Controller** and its Affiliates may collect and use technical and related information, considering but not limited to technical information about Your Properties (including but not limited to Your personal computers(pc), servers, laptops, system and application software, and peripherals etc.) that is gathered periodically to facilitate the Program or the **K-street Controller Platform**, and/or to verify compliance with the terms of this Agreement.

**7. Communications Solely With K-street Controller.**

You agree to direct to K-street Controller, and not to any advertiser, any communication regarding any Ad(s) or Link(s) displayed in connection with Your Property.

**8. Exclusivity.**

Here You are agree to partner exclusively with **K-street Controller** for any advertising activities and any other activities similar to the Program on the Properties, and inside any premises where the Properties are located.

**9. Parties' Responsibilities.**

You are the only one responsible for the Property(ies), including all content, maintenance and operation thereof, the proper implementation of **K-street Controller'** specifications and requirements, and adherence or the obeying of a rule or law to all affecting or relating laws, and to the terms and conditions of this decision or arrangement or we can say Agreement, including compliance with any and all further instructions of K-street Controller. **K-street Controller** reserves the right to investigate to examine something carefully, at its own discretion, any activity that may violate this Agreement or to obey the same rules, including but not limited to any use of a software for anything related to Your Property (ies), including without limitation the receipt of queries from end users of Your Property (ies) or the transmission of data between Your Property (ies) and K-street Controller. In addition, **K-street Controller** shall not be obligated to provide notice to you in the event that any Ad or Link is not being displayed properly to end users of the Property (ies).

**10. Prohibited Uses.**

You shall not, and shall not authorize or encourage any third party to:

(i) Directly or indirectly generate queries, or clicks on any Ad or Link through any automated, deceptive or the act of hiding the truth, other invalid acts means, including but not limited to through repeated manual clicks, the use of automated devices or other automated query tools and/or computer generated search requests of end user, and/or the unauthorized use of other search engine optimization(seo)services and functionalists/or software;(ii) Edit,update, modify, filter, truncate or change the order of the information or data records contained in any Ad or Link, or remove, and minimize any Ad or Link in any way without authorization or permission from K-street Controller; (iii) Frame, minimize, remove or otherwise inhibit the full and complete display of any Web page accessed by an end user after clicking on any part of an Ad ("Advertiser Page"); (iv) redirect an end user away from any Advertiser Page; provide a version of the Advertiser Page that is different from the page an end user would access by going directly to the Advertiser Page; intersperse any content between the Ad and the Advertiser Page; or otherwise provide anything other than a direct link from an Ad to an Advertiser Page; (v) display any Ad(s) or Link(s) on any Web page or any Web site that contains any pornographic, objectionable or illegal content; (vi) directly or indirectly use and access, launch, and/or activate Ads or Links through or from, incorporate and include something within something else the Advertisement or Links in, any software application or web application, Web site, or other means other than Your Property(ies) and activities, and then only to the extent expressly permitted by this Agreement or decision arrangements; (vii) act in any way that violates any policies or instructions stipulated by **K-street Controller**, as may be revised from time to time, or any other agreement between You and K-street Controller; (viii) create a new account to use the Program after **K-street Controller** has terminated this Agreement with You as a result of your breach of this Agreement; or (ix) engage

in any action or practice that reflects poorly on **K-street Controller** or otherwise disparages or to become less valuable **K-street Controller'** reputation or the general opinion that people have about someone or something goodwill. You acknowledge that any attempted participation or illegal act or violation of any of the foregoing is a electronic devices breach or an act of breaking a rule, law, custom, or practice of this Agreement of terms and conditions and that we may pursue to follow or search for someone or something any and all applicable legal and equitable remedies or dealing with a problem or difficulty against You, including an immediate suspension of Your account or termination of this Agreement or we can say a decision or arrangement, and the pursuit or end user can search for someone or something, in order to catch the thing: of all available criminal remedies.

#### **11. Limited Access.**

You shall not allow any access to your networks from any machines or Properties that do not run the **K-street Controller** Platform. You shall not allow any wireless access to your networks or other Properties without the prior written approval of **K-street Controller**. You shall not allow any internet access to any machines at your locations that are not running the K-street Controller Platform.

#### **12. Termination & Cancellation.**

Subject to any third party agreements you may have with other **K-street Controller** customers, You may stop displaying Ads or Links on any Property in the Program with or without cause at any time by removing the **K-street Controller** application Visual Basic script or similar Programming from Your Properties. You may terminate or disagree this Agreement with or without any specific cause at any time by sending written notice of your desire to cancel your participation in the Program to **K-street Controller**. This Agreement will be deemed terminated within ten (10) business days of **K-street Controller'** receipt of your notice. **K-street Controller** may investigate any activity that may violate this Agreement. **K-street Controller** application may at any time, in its sole or only and only single end user discretion or based on judgment, terminate or close the all or part of the Program, terminate or disagree this Agreement or decision or arrangement , or suspend or terminate the participation of any Property and activity in all or part of the Program for any reason. In addition, **K-street Controller** reserves the right to terminate without notice any account that has not generated a sufficient number of valid clicks on Ads or valid impressions of Ads (in each case as measured by K-street Controller) for a period of two (2) months or more. The rights or the legal authority to publish, copy, or make available and obligations or legally forced to do of the Parties under this Agreement (including but not limited to clauses related to indemnity and protection against possible damage or loss, confidentiality(the fact of private information being kept secret) and intellectual property clauses), which either expressly or that shows intention or by their nature survive the termination of this Agreement, shall not be extinguished(to stop ) by termination of this Agreement.

#### **13. Confidentiality.**

You agree not to disclose **K-street Controller** Confidential or the fact of private information being kept secret Information without **K-street Controller'** prior written consent. "**K-street Controller** application Confidential or some private Information" includes without limitation:

- (a) **All K-street Controller** software application technology, Programming, specifications, designs, materials, guidelines and documentation relating to the Program.
- (b) Statistics or business conditions, relating to Property performance and functionality in the Program provided to you by **K-street Controller** application.
- (c) Any other information designated in writing by **K-street Controller** as "Confidential "or an equivalent designation(something has a specific purpose). However, you may accurately disclose the amount of **K-street Controller'** gross payments to you pursuant to the Program. **K-street Controller** Confidential Information does not include information that has become publicly known

through no breach by you or **K-street Controller**, or information that is lawfully required to be disclosed by law or by a governmental authority.

#### **14. Limitations of Liability; Force Majeure.**

In no event shall **K-street Controller** be liable under this Agreement for any consequential or illegal that someone else has done, special, indirect, exemplary, or punitive( used to describe costs that are so high they are difficult or hard to pay, and that are often used to punish someone or limit their activities ) damages whether in contract, not withstanding or receive without being changed any failure of essential specific purpose of any limited remedy( dealing with a problem or difficulty ). **K-street Controller'** aggregate liability to You under this Agreement for any claim is limited to the net amount paid by **K-street Controller** to You for the one month period immediately preceding the date of the claim or to state that something is true . Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability(the responsibility of a person), the responsibility of a person, business, or organization to pay or give up something of value stated herein and that those limitations are an essential basis of the bargain( an agreement between two people or the parties. Without limiting the foregoing and except for payment obligations (legally forced to do), neither party shall have any liability for any failure or delay resulting from any terms and condition not expensive control of such party or organization, including but not limited to governmental measures/policies/regulations, action, laws or acts of terrorism, earthquake or other acts of God and hazards, labor conditions, and power failures.

#### **15. Publicity.**

You agree that **K-street Controller** application may use your name and logo in presentations, marketing, end user list, and financial reports, statics. You may not use **K-street Controller'** trade names, registered trademark, service marks, logos( organization uses as its symbol), domain names, and other distinctive brand features ("Brand Features"), without **K-street Controller'** prior written consent.

#### **16. Your Obligation to Indemnify.**

You agree or ready to indemnify, defend or to protect and hold and to take **K-street Controller**, its agents, affiliates or to become part of, subsidiaries( a company that is owned by a larger company), directors, officers, employees, and applicable third parties (e.g. relevant advertisers, syndication partners, licensees, consultants and contractors) (collectively "Indemnified Person(s)") harmless from and against any and all third party claims, liability, loss, and expense (including damage or spoil awards, settlement amounts, and reasonable legal fees), brought against any Indemnified( formally promise to do this) Person(s), arising out of, related to or which may arise from Your use of the Program, the Property(ies), and/or Your breach( an act of breaking a rule, law, custom, or practice) of any term of this Agreement.

#### **17. K-street Controller Rights.**

You acknowledge that **K-street Controller** platform possess all right, title and interest, including without limitation all involving ideas Property Rights (as defined below), in and to the K-street Controller application Platform and the Program (including but not limited to **K-street Controller'** ad serving technology,functionality features and Brand Features), and that You will not acquire or to obtain any right, title, or interest in or to the **K-street Controller** Platform and/or the Program whatsoever. You will not modify,update, adapt, translate, prepare derivative(qualities taken from something else) works from, reverse engineer, disassemble or otherwise attempt to derive source code from the **K-street Controller** Platform or any other **K-street Controller** application services,functionality, software, or documentation of application, or create or attempt to create a substitute or similar service or product through use of or access to the Program or proprietary(owned and legally controlled by a particular company) information related. You will not

remove, obscure, or alter **K-street Controller'** the legal right to control all use of an original work notice, Brand Features, or other proprietary owned and legally controlled by a particular company rights notices affixed to or contained within the **K-street Controller** Platform and/or any other **K-street Controller** services,functionality, software, or documentation (including without limitation the display of **K-street Controller'** Brand Features with Ads, or Links, as applicable or have to do ). "Intellectual Property Rights" means relating to the ability to think and understand ideas at a high level any and all rights existing from time to time under copyright law or the legal right to control, semiconductor chip(a material, such as silicon) protection law, moral rights or honesty, and fair dealing law, trade secret law, unfair or not morally right competition law, publicity rights law(he attention received as a result of this activity), privacy rights law(the state of being alone), and any and all other proprietary rights(owned and legally controlled by a particular company), as well as, all applications, renewals, extensions, restorations or to a state similar to its original condition and re-in statements thereof, now or hereafter in force and effect or a particular influence worldwide( existing or happening in all parts of the world).

## **18. PRIVACY AND Information Rights.**

K-street Controller may retain or continue and use all information or data you(as a end user) provide, including but not limited to Property demographics and contact and billing information. You agree that **K-street Controller** may transfer and disclose to third parties personally identifiable information about you for the purpose of approving and enabling your participation or role in the Program or in any activity, including to third parties that reside in jurisdictions or the authority with less restrictive data laws than your own. K-street Controller may also provide information in response to valid or legal process, or to establish(set something in a particular way) or performs its legal rights or defend against legal claims . **K-street Controller** disclaims or not responsible for all and will not be liable or experience to you, however, for any disclosure legal action can be taken against of that information by any such third party. In addition, you grant **K-street Controller** the right to access the Property (ies), or any portion thereof. Through the **K-street Controller** Platform, **K-street Controller** may also gain and retain access to your(end user) data, including personal data, which it may disclose to regulatory of or relating to a person or organization and governmental bodies.

## **19. Miscellaneous.**

### **(i). Reservation of Rights.**

No forbearance or relaxation or inaction by K-street Controller at any time to require performance of any of the provisions means something that is needed or wanted of this Agreement( in which you have to accept something).

prejudice the right of **K-street Controller** to require performance of that provision, and any waiver or acquiescence by **K-street Controller** of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights other than that expressly stipulated in this Agreement.

### **(ii).Partial Invalidity.**

If any provision of this Agreement or the application thereof to any Person or circumstance means an event or condition connected shall be invalid or unenforceable or that cannot be made to work effectively to any extent or limit, the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or not true or acceptable shall not be affected thereby, and each provision(something that is needed or wanted) of this Agreement or provision shall be valid to the fullest extent or limit permitted by Applicable Law or to have to do . Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and most nearly reflects the original intent or giving all your attention to of the unenforceable provision.

**(iii). Amendments.**

No modification or amendment (a change or addition to the US constitution) of this Agreement and no waiver (a document that prevents or allows an action that is different from the usual thing) of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by the Parties. Provided that **K-street Controller** may amend the Terms of Use relating to this Agreement by written communication to you (including by electronic mail).

**(iv). No Assignment.**

This Agreement and the rights and liabilities means the responsibility of a person, business, or organization hereunder shall bind and inure or familiar you to the benefit of the respective successors of the Parties or organization hereto, but no Party or any organization hereto shall assign or transfer its rights and liabilities means the responsibility of a person, business, or organization to pay or give up something hereunder to any other Person without the prior written consent of the other Parties. Notwithstanding the above, **K-street Controller** shall be entitled to assign in full all its rights and obligations something that a person feels morally or legally forced to do hereunder to its Affiliates or to become part of or form a close relationship with a group or organization, without your permission or agreement.

**(v). Entire Agreement.**

This entire Agreement constitutes or be considered as the entire agreement amongst us with respect to the subject matter herein and and cancels or disagree any and all prior oral or written agreements or a decision or arrangement, and all representations, understandings, arrangements, communications also the exchanges of information or expressions of intent relating to the subject matter of this Agreement that have been made prior to the date of this Agreement.

**(vi). Relationship.**

None of the provisions or statement of this company's Agreement shall be consider or judge something in a particular way to constitute or consider partnership between the Parties hereto and no Party shall have any authority and the power to control or demand obedience means doing or willing to do from others India and subject to the bind the other Party otherwise than under this Agreement or shall be deemed to be the agent of the other in any way.

**(vii). Governing Law.**

This entire Agreement shall be governed by and construed in accordance with the laws of India and subject to the provisions of arbitration or the formal process of having an outside person as set out. the courts (authority) at Bangalore shall have jurisdiction or official authority to make (esp. legal) decisions and judgments.

**(vi). Dispute Resolution.**

Any and all Claims, disputes, questions or controversies arising out of or in connection with this Agreement, or the execution, interpretation (an explanation or opinion), validity, performance, breach or termination hereof (collectively, "Disputes" or an argument or disagreement) which cannot be finally resolved by us within 60 (sixty) calendar days of the arising of a Dispute by amicable negotiation and conciliation shall be resolved by final and binding arbitration held in Bangalore in accordance with the (Indian) Arbitration and Conciliation Act, 1996, as amended (the "Arbitration Act"). Each of us shall appoint 1 (one) arbitrator and the 2 (two) arbitrators so appointed shall together select and appoint the third arbitrator or to make a formal judgment to decide an argument. In connection with the arbitration or the formal process proceedings, the Disputing Sides hereby agree to cooperate in good faith with each other and the arbitrary tribunal and to use their respective best efforts to respond promptly to any reasonable discovery demand made by such party and the arbitrary tribunal. All arbitration proceedings shall be conducted in the English language and the arbitrary award (the "Award") shall be rendered no later than 6 (six) months from the commencement of the arbitration or as otherwise provided by the Arbitration Act, unless otherwise extended by the arbitrary tribunal for no more than an additional 6 (six) months for reasons that are just and equitable. Except or agree as otherwise by Law, the Award shall not

be made public without the joint consent of the Disputing Sides and they shall maintain the a confidentiality agreement means the fact of private information being kept secret of such proceedings and the Award or to give something valuable. The cost of the arbitration shall be borne by the Disputing Sides in accordance with the applicable provisions stipulated means to state exactly in the Arbitration Act(means the formal process of having an outside person). Unless the Award provides for non-monetary remedies or a way of dealing with a problem or difficulty, any such Award shall be made and shall be promptly payable in Indian Rupees or other applicable currency net of any tax or other deduction.