

Desidime Terms & Conditions

This Desidime User Agreement (“Terms”) applies to your access to and use of the websites, mobile apps, widgets, APIs, emails, and other online products and services (collectively, the “Services”) provided by desidime.com.

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use our Services. By using our services you agree that you have read, acknowledged and confirmed the terms and conditions contained herein and those that may be included and agree at all times to be bound by them.

Introduction

- (1) Parity Cube Private Limited, a private limited company incorporated in India, under the provisions of the Companies Act, 1956, having its registered address at D-6 Goragandhi Shopping Centre, Opp. Railway Station, Borivali – west, Mumbai -400092”, hereinafter referred to as the (the "Operator").

RECITALS

- (A) **WHEREAS**, the Operator is a legal entity which provides an operation of Desidime Platform as it is defined herein;
- (B) **WHEREAS**, the Operator carries out an online shopping portal that lists deals from other shopping websites on the internet. It is a user driven online shopping community that is created to provide a platform for users to collaborate, and share information ideas, views and experiences in order to make the best shopping experience.
- (C) **WHEREAS**, the Partner would like to obtain access to the Desidime Platform and provide content management services under the conditions stipulated herein.

NOW, THEREFORE, the Parties to this Agreement further agree as follows:

DEFINITIONS

“Personal Account” or “Profile”	shall mean a personal section of the www.desidime.com , a Website available to the Partner by entering personal identification data (login - access name, password - access code).
“Content”	The Services may contain information, text, links, graphics, photos, videos, audio, streams, or other materials (“Content”), including Content created with or submitted to the Services by the partner or through its Account.
“Target Section”	shall mean a page(s) of the Website of the operator, content of which is managed by the partner, where the users take part in activities such as sharing, commenting, posting, voting, etc. on such content

“Target Action” shall mean an affirmative action taken by the users in the Target Section such as sharing, commenting, posting, voting, etc.

1. SUBJECT MATTER

- (1.1) The Partner hereby undertakes and agrees to promotes/moderate and manage the Target sections of Desidime as it is defined herein, and (ii) rerouting users to Target Section(s) to complete Target Action(s) relating and the Operator undertakes and agrees to pay the Publisher remuneration for performed Target Action(s) in the manner and on the terms set forth herein.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

- (2.1.) The Operator provides the Partner with access to the Platform after the Partner has registered on it, excluding any period of time needed for the Operator due to reasons of a technical nature or for other reasons beyond the Operator’s control.
- (2.2) After registration the Operator provides the Partner with access to the assigned Target Sections to manage. The Operator undertakes to inform the Partner via email about any amendments to the terms and conditions as soon as it is reasonably possible.
- (2.3.) The Operator has the right to:
- (2.3.1.) systematically and at any time monitor and review placement and deployment of the content on Target Section;
 - (2.3.2.) cancel performed Target Actions and delete them from the Platform if they are found to be false Target Actions; and
 - (2.3.3.) block a Partner’s Personal Account without paying the balance of remuneration, if the Partner is found to be in breach of any provision of this Agreement.
- (2.4.) The Operator undertakes to:
- (2.4.1.) pay the Partner remuneration due for performed Target Action(s) in the manner and on the terms set forth by this Agreement or signed Insertion Orders;
 - (2.4.2.) assist the Partner for the purposes of full performance of Partner’s obligations hereunder; and
- (2.5.) The Partner has the right to:
- (2.5.1.) choose any topics, news, games available to the Partner for the provision of Advertising Services, as well as suspend the provision of Advertising Services at any time;
 - (2.5.2.) assign work to sub-admins/moderators or moderating the Target Section(s) on set rules provided that such rules do not conflict with these Terms.
- (2.6) The Partner undertakes to:

- (2.6.1.) register on the Desidime Platform by filling out the registration form available on www.desidime.com. The registration form is required to be filled out in full. The Partner is responsible for providing the Operator with any amendments to the data that the Partner specified in the registration form and any data may be requested by the Operator from the Partner additionally;
- (2.6.2) take due care in protecting the Partner's login and password, used for accessing and using the Desidime Platform, against misuse by third parties and promptly notify the Operator about any misuse;
- (2.6.4.) abstain from placement/deployment of the posts on Websites which have not been determined in this agreement as appropriate sources of traffic, and placement/ deployment of the post in violation of the "Restrictions" and/or "Restricted Websites" Sections of this Agreement. Violation of this Clause shall be deemed a material breach of this Agreement by the Partner;
- (2.6.5.) take due care in protecting the Target Section from spams, malwares, viruses, Trojan horse or any harmful activities.
- (2.6.7.) refrain from any actions, including assigning and allowing any third party to take any actions, that are aimed at artificially increasing the quantity of the Target Actions with respect to any Advertisements. Quantities of Target Actions which were artificially increased or otherwise manipulated by the Partner or its affiliated persons, shall be deemed as false Target Actions. In each case acknowledgement of a particular Target Action as false will either be carried out during the Operator's investigation, initiated by the Operator and at the Operator's sole discretion. The Partner hereby acknowledges and agrees that the decision of the Operator confirming the Target Action as a false Target Action will constitute a material breach of this Agreement by the Partner and sufficient grounds for cancellation of all false Target Actions, as well as additional sanctions that the Operator may impose on the Partner at the Operator's sole discretion;
- (2.6.8.) remove the posts/threads/comments from the Target Section(s) if requested by the Operator.
- (2.6.9.) Taking appropriate actions which includes removing content that violates policy and/or promptly escalating to the operator for review when the Partner receive reports related to harmful actions by moderators

3. RESTRICTED WEBSITES

- (3.1.) The Partner hereby agrees that the Partner is expressly prohibited to, and is prohibited to allow any third party to, place Advertisements or place any hyperlinks or codes that contain the Advertisements on the following Websites (the "**Restricted Websites**"):
 - (3.1.1.) websites that ordinarily contain or host content that is illegal or that violates any applicable laws or regulations under any applicable law of any jurisdiction;
 - (3.1.2.) websites aimed at misrepresenting, defrauding or defaming others;
 - (3.1.3.) websites that negatively present the Desidime Platform and/or the Operator and/or its affiliates;
 - (3.1.4.) websites that may contain or transmit a malicious software code;

- (3.1.5.) websites that may interrupt the functionality of or tamper with the Desidime Platform or any content of the Desidime Platform, or any servers used in providing the Desidime Platform, or that unreasonably affects others' use of the Desidime Platform in any way;
- (3.1.6.) websites that distribute or post spam, viruses or any other technologies that may harm the Desidime Platform, or the interest or property of the Desidime Platform's users;
- (3.1.7.) websites that promote activity that is unlawful or illegal under the laws of any jurisdiction;
- (3.1.8.) websites that invade privacy of Internet users by means of phishing, identity theft and other similar means; and
- (3.1.9.) any other Websites that may themselves be deemed illegal under any applicable law, or if content of such Websites may be deemed illegal under any applicable law.
- (3.2.) Breach of this "Restricted Websites" Section of this Agreement shall be deemed to constitute a material breach of this Agreement by the Partner and a direct violation of applicable laws, as well as give grounds not to pay the Partner remuneration for completed Target Action hereunder.

4. RESTRICTIONS

- (4.1.) The Partner hereby agrees that the Partner is expressly prohibited to, and is prohibited to allow any third party to perform any of the following actions, and any actions similar in nature or intent thereto:
 - (4.1.1.) copy, store, modify, adapt, reverse engineer, sell or redistribute the Code and the Desidime Platform or any services made available to the Partner via the Desidime Platform;
 - (4.1.2.) allow any third party to access and use the Desidime Platform using Partner's login and password;
 - (4.1.3.) use the Desidime Platform for any illegal purposes;
 - (4.1.4.) misrepresent, defraud or defame others;
 - (4.1.5.) negatively portray or present the Desidime Platform and/or the Operator and/or its affiliates which may harm their business reputation or goodwill;
 - (4.1.6.) transmit a malicious software code on or with help of the Desidime Platform;
 - (4.1.7.) collect information of other users/dimers through the Desidime Platform;
 - (4.1.8.) interrupt the functionality of or tamper with the Desidime Platform or any content contained in or provided through the Desidime Platform, or any servers used in providing the Desidime Platform, or to unreasonably affect others' use of the Desidime Platform in any way;
 - (4.1.9.) use bots, spiders, offline readers or other automated software systems to access or use the Desidime Platform;

- (4.1.10.) use the Desidime Platform for any purposes other than those expressly permitted under this Agreement.
- (4.2.) Breach of this "Restrictions" Section of this Agreement shall be deemed to constitute a material breach of this Agreement by the Partner and a direct violation of applicable laws, as well as give grounds not to pay the Partner remuneration for completed Target Action hereunder.

5. ACCESS, UPTIME AND AVAILABILITY

- (5.1.) The Desidime Platform may not be available in some countries and may be provided only in selected languages. The Desidime Platform may be telecommunication networks dependent. The Desidime Platform may be to changed, improved and corrected and discontinued at any time. The Desidime Platform may not be available during maintenance breaks and other times. The Operator does not represent or warrant that the Desidime Platform, or any part thereof, is appropriate or available for use in any particular jurisdiction, and does not represent or warrant that Partner's access to the Desidime Platform will be error-free, virus-free, uninterrupted, and that the Desidime Platform servers will operate permanently.

6. Third-Party Content, Advertisements, and Promotions

The Services may contain links to third-party websites, products, or services, which may be posted by advertisers, affiliates, partners, or other users ("Third-Party Content") of Desidime. Third-Party Content is not under operator's control, and the operator is not responsible for any third party's websites, products, or services. Partner's use of Third-Party Content is at its own risk, and it should make any investigation it feels necessary before proceeding with any transaction in connection with such Third-Party Content.

The Services may also contain sponsored Third-Party Content or advertisements. The type, degree, and targeting of advertisements are subject to change, and the partner acknowledge and agree that we may place advertisements in connection with the display of any Content or information on the Services, including Partner's Content.

If the Partner choose to use the Services to conduct a promotion, including a contest or sweepstakes ("Promotion"), partner alone is responsible for conducting the Promotion in compliance with all applicable laws and regulations, including but not limited to creating official rules, offer terms, eligibility requirements, and compliance with applicable laws, rules, and regulations which govern the Promotion (such as licenses, registrations, bonds, and regulatory approval). The partner's promotion must state that the Promotion is not sponsored by, endorsed by, or associated with Desidime, and the rules for your Promotion must require each entrant or participant to release Desidime from any liability related to the Promotion.

7. REMUNERATION

- (6.1.) Content Management Services, provided by the Partner are deemed rendered and remuneration is payable for such Services when Target Action(s) (specified in this agreement or Insertion Orders signed by partners) is (are) performed and due to which advertising revenue/commission earned via Desidime affiliate links
- (6.2.) Remuneration due to the Partner is defined in Annexure 1.

- (6.3) The Operator shall pay remuneration to the Partner on a monthly basis , the partner shall raise invoice on every 15th of the succeeding month.
- (6.4.) The Operator shall pay the Partner remuneration within 60 working days from the date of receiving all the documents necessary to make such payment.
- (6.5.) The Partner's remuneration shall include all taxes due and payable. Taxes will need to be calculated and determined from the sum of remuneration and shall be deemed inclusive in the sum of remuneration.
- (6.9.) In case of any disputes which may arise in relation to the sum of remuneration due to the Partner, the Parties shall resolve such disputes by negotiation.

8. TERM AND TERMINATION

- (7.1.) The Agreement is concluded for a term beginning at the Effective Date and remains in force for an indefinite period, unless terminated by the Parties in accordance with the provisions hereunder.
- (7.2.) Each Party has the right to terminate the Agreement by directing a written notice to the other Party unilaterally. The Agreement will be deemed terminated after 30 (Thirty) business days after receiving such notice.

9. LIABILITY OF THE PARTIES

- (8.1.) The Parties shall be held liable for any default or improper performance of their obligations.
- (8.2.) In case of any breach of this Agreement by one of the Parties, the Party in breach shall pay any actual damages to the other Party arising through any default or improper performance by the Party in breach.
- (8.3.) The scope of the Operator's liability shall be limited to the amount of the Partner's remuneration payable in accordance with the Agreement hereunder.
- (8.4.) The partner shall be responsible for the completeness, truthfulness, accuracy, or reliability of any of its(including moderators/admins appointed) Content.
- (8.5.) Nothing in this Agreement shall limit or exclude any liability for fraud or negligence which causes personal injury or death.
- (8.6) IN NO EVENT WILL ANY OF THE DESIDIME BE LIABLE TO THE PARTNER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS ARISING FROM OR RELATING TO THESE TERMS OR THE SERVICES, INCLUDING THOSE ARISING FROM OR RELATING TO CONTENT MADE AVAILABLE ON THE SERVICES THAT IS ALLEGED TO BE DEFAMATORY, OFFENSIVE, OR ILLEGAL. ACCESS TO, AND USE OF, THE SERVICES IS AT THE PARTNERS OWN DISCRETION AND RISK, AND PARTNER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS DEVICE OR COMPUTER SYSTEM, OR RESULTING LOSS OF DATA. IN NO EVENT WILL THE AGGREGATE LIABILITY OF DESIDIME EXCEED THE GREATER OF RUPEES FIVE THOUSAND. THE LIMITATIONS OF THIS SECTION WILL APPLY TO ANY THEORY OF LIABILITY, INCLUDING THOSE

BASED ON WARRANTY, CONTRACT, STATUTE, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE DESIDIME HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF ANY REMEDY SET FORTH IN THESE TERMS IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

11. Intellectual Property

The operator grants partner a nonexclusive, nontransferable, revocable right to use the graphic image and text described in earlier Section and such other text or images for which we grant express permission, solely for the purpose of managing Target Section and to assist in generating genuine Target Actions. The partner may not use such image or text in an offline promotion or other offline manner (e.g., in any printed material, mailing or other document). The partner may not modify the graphic image or text, or any other of our images, in any way. The operator reserve all of its rights in the graphic image and text, any other images, its trade names and trademarks, and all other intellectual property rights. The partner agree to follow our Trademark Guidelines, as those guidelines may change from time to time. The operator may revoke partner's license at any time by giving written notice.

10. APPLICABLE LAW DISPUTE RESOLUTION

- (9.1.) This Agreement is made in accordance with the laws of India, and legislation of India shall apply in all matters that are not explicitly covered by this Agreement and to the relationships of the Parties with regard to the formation, performance (including default on/improper performance), termination, invalidity of this Agreement.
- (9.2.) All disputes and discrepancies that may arise out of this Agreement or in relation thereto shall be resolved by additional negotiations and consultation between the Parties.
- (9.3.) The obligations, performance, interpretation and contents shall be governed by Indian law. Subject to the provisions of negotiation and arbitration each Party irrevocably and unconditionally submits to the jurisdiction of Courts at Mumbai.

11. SEVERABILITY

- (10.1.) If any part of this Agreement is determined by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

12. CHANGES TO AGREEMENT

- (11.1.) The Operator and the Partner agree that changes to this Agreement may be introduced only by means of an additional agreement executed by the Parties.

13. MISCELLANEOUS

- (12.1) The terms set forth in this Agreement are fundamental to and form the basis of the agreement between the Operator and the Partner, and the Partner acknowledges and agrees that provision Advertising Services is impossible without strict adherence of the terms and conditions of the Agreement.

- (12.2.) The Partner may not assign this Agreement in whole or in part, and any attempted assignment in violation of this provision shall be null and void. The Operator may not assign this Agreement or any of its rights and obligations under this Agreement without Partner's consent at any time.
- (12.3.) The Partner agrees that the Partner is not considered, and shall not represent itself as, an agent, employee or joint venture of the Operator.
- (12.4.) The provisions of this Agreement that are intended to or by their nature should survive after the Partner's ceases to use the Desidime Platform shall remain valid after any such termination.
- (12.5.) No waiver of any default, condition or breach of this Agreement shall constitute a waiver of any other default, condition or breach of this Agreement, whether of a similar nature or otherwise.
- (12.6.) In no event shall the Parties be liable for any failure to perform their obligations hereunder resulting from circumstances beyond the reasonable control of the Parties, including without limitation: acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.
- (12.7.) Any notifications/messages/documents under this Agreement may be sent by the notifying Party by e-mail, express mail service or courier service or other similar service, except for cases where the Agreement establishes a specific delivery procedure. The Parties recognize that copies of documents sent by email in digital (scanned) form have legal force. Any notification shall be deemed received from the time of delivery to the notified Party.
- (12.8.) This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. Notwithstanding the foregoing, any additional terms and conditions expressly contained on or made available via the Desidime Platform at any moment will govern the items, functionality, services or other items to which they pertain.
- (12.9.) This Agreement may be executed in any number of counterparts and by each Party on separate counterparts, each of which when executed and delivered shall constitute an original but all the counterparts together shall constitute one and the same instrument.

These Terms are a legally-binding agreement between the partner and Desidime. If the partner have any questions about these terms, please [contact us](#).