

Link Exchange Program Terms and Conditions

The terms of use agreement sets forth the standards of use of Kongnect Design Link Directory and the Link Exchange Program. You acknowledge that once you have submitted your details via our link exchange directory form to participate for the Link Exchange Program, you become a Registered Member of Kongnect Design. This operating agreement contains the complete terms and conditions that apply to you as a Registered Member of Kongnect Design. By submitting an application to join our Link Exchange Program, you are confirming that you have read this agreement and agreed to be bound by its terms and conditions.

"We", "Our", "Us", "Merchant" - Kongnect Design Link Exchange Program (hereinafter referred to as "Kongnect Design")

"You", "Your", "Member(s)", "Registered Member(s)", - the business, individual or entity applying for participation in the 'Link Exchange Program' of Kongnect Design.

Please read these terms and our submission guidelines carefully to avoid your website being rejected for inclusion in our link directory.

Description of Services and Terms

We do not accept sites to be listed in our Link Exchange Program that falls into any of these terms:

- a) You must not promote a link farm on your site where our link is placed as a reciprocal link with more than 30 outbound links on a single page (A link farm is a web page or set of websites containing a very large list of hyperlinks to different websites without groupings, categories, or any relationship to the site domain name. Many link farm sites have no actual content of their own).
- b) You must not use any techniques to hide your link exchange resources page or delete our link after we have added your site link to our link directory. We used automated 'spider bot' crawler software (that runs daily) to check the status of our link on your website. We will blacklist your site from our directory if our crawler software detected that our link is no longer on your website. We are committed to genuine link partners, and you must not abuse it.
- c) We do not accept sites that promote the following content: adult related content, child pornography, violence, hatred, fraud, dealing with pirated software, bitTorrent or P2P sites, warez (software copyright issue), drugs, gambling, link farms, vulgarity or anything illegal.
- d) We do not accept sites that made up of AdSense, affiliate links or other similar services.
- e) We do not accept sites with broken inbound or outbound links or with under construction page(s).
- f) Do not submit sub-pages as the 'Website URL' in the form – we only accept homepage, top-level domain (TLD) only e.g. www.yourdomain.com.
- g) A site submitted to an inappropriate category shall not be added and may be removed. However, our editors may place your site in the category that they believe most relevant.
- h) Do not CAPITALIZE your title or site description inappropriately or repeatedly with excessive use of exclamation marks!
- i) Do not submit your site via email, as it will be ignored.
- j) Do not disguise your submission in any ways and submit the same URL more than once.
- k) Do not submit your site with duplicated content such as mirror site with different URL in various category of our link directory.
- l) Do not submit any site with an address that redirects to another URL web address.
- m) Your site title should be no more than 80 characters in length and similarly, your site description should be no more than 250 characters in length. Our editors may alter the title and/or description of your site submission if it does not comply with our submission guidelines.
- n) Our editors have the right to accept or reject any site submitted and have the right to delete any listing for any reason.
- o) You acknowledge that your website will be reviewed. Once it is approved by our editors, we will add your site link in to our database within 1-2 weeks. A free submission will not guarantee your website inclusion in our database.

2. Term of the Agreement

The term of this agreement will begin upon our acceptance of your link submission and will end when terminated by us. You may terminate this agreement by removing the exchange links at your end (at any time); with or without cause, and by doing so, you must give us an email notification or written notice of termination. At our end, we may terminate the Link Exchange Program with or without notice.

3. Third-Party Web Sites

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. All third-party websites listed in our link directory is provided as a convenience to our web visitors. We review each site diligently and we hope that you can find some good resources and info from the compiled list of useful websites here.

Once you have used some of these links to leave our site, you should note that we do not have any control over other websites. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question. We encourage all Members to review said privacy policies of third parties sites.

4. Modification

We may modify any of the terms and conditions contained in this agreement at any time in our sole discretion.

We shall not be liable to Members or any third party should Kongnect Design exercise its right to modify or discontinue the Service.

If any modification is unacceptable to you, your only recourse is to terminate this agreement.

Your continued participation in the Link Exchange Program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the change.

It is the responsibility of the Members to check the Terms and Conditions regularly from our site of any change to the Link Exchange Program agreement.

5. Disclaimers

We make no express or implied warranties or representations with respect to the Link Exchange Program or any websites (or similar services) referral sold through the Link Exchange Program including, without limitation, WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE.

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.

6. Relationship of Parties

You and Kongnect Design is an independent contractor, and nothing in this agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your own site or otherwise, that reasonably would contradict anything in this section.

7. Termination of a Link Exchange Program Account

Even after we have accepted you as a Registered Member, we reserve the absolute right to rescind or terminate your Link Exchange Program status (removing your link from our directory) without prior notice and for any reason in our sole and absolute discretion. If this is the case and it applies to you, your only recourse is to terminate this agreement.

8. Limitation of Liability

WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE LINK EXCHANGE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Copyright Issues

All content included or available on this site, including Content Management System (CMS), site design, text, graphics, interfaces, and the selection and arrangements is copyrighted to Kongnect Design and its third party partners and its respective owners with all rights reserved.

You must not use any of materials on our website, including reproduction for purposes other than referring others to our Link Exchange Program and/ or promoting the services.

All members specifically agree not to modify, distribute, or replicate, or any form of data extraction or data mining, or other commercial exploitation of any kind or characters, without prior written permission of Kongnect Design staff as it is strictly prohibited. Members agree not use any automatic program (bot crawler, spider) or software, or manual process to monitor or copy our web pages or the content, or any website links or information within our directory.

10. Acceptable User Policy and Content Supplied by You

You accept sole responsibility for providing all details via the link exchange form, including your site title and description for the Link Exchange Program and any other connected communications.

You are responsible for ensuring that all submitted content is not illegal, deceptive, inaccurate, defamatory, pornographic, obscene or sexually explicit, discriminatory to any race, ethnic group, religion, or sect, discriminatory or offensive to the disabled or any physically, socially or economically disadvantaged community sector, discriminatory against any persons of a particular gender or sexual persuasion, discriminatory against any professional or trade group, offensive, or derogatory to any person or persons, or likely to in any way interfere with or harm the business of any person or entity or to interfere in any way with the natural course of business.

You further warrant that nothing on your site or any site you posted linking to us or about us is published in breach of copyright or patent laws, or anything illegal or contrary to the agreed terms of any binding non-disclosure or confidentiality agreement, or in breach of any Privacy Act.

11. Indemnification

You hereby agree to indemnify and hold harmless us and our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, Members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Link Exchange Program infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, it's development, operation, maintenance and content therein not attributable to us.

12. Independent Investigation

YOUR APPLICATION SUBMISSION ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER RELATIONSHIPS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE KONGNECT DESIGN LINK EXCHANGE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

13. Non-Disclosure and Confidentiality

Both the Member and Kongnect Design will keep the terms of this agreement strictly confidential and will not disclose them to any third party. This confidentiality undertaking will continue after the termination of the agreement.

Each of the parties here to agrees that all 'confidential information' including, without limitation, the terms of this agreement, business and financial information, customer and vendor lists, and pricing and sales information, shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party not having any obligation of confidentiality to the discloser hereunder. Notwithstanding the foregoing, each party is hereby authorized to deliver the copy of any such information (a) to any person pursuant to a valid subpoena or order issued by any court or administrative agency of competent jurisdiction, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process.

The Member(s) recognizes and acknowledges that Kongnect Design possess certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term 'confidential information' includes all information and materials belonging to, used by, or in the possession of Kongnect Design relating to its SEO, Link Exchange Program, products, processes, services, CMS, E-marketing, technology, systems, inventions, patents, ideas, contracts, financial information, intellectual property, logos, websites, projects, plans, designs, specifications, software, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character.

The Member agrees that following signing of this agreement, the Member shall not use or disclose in any manner any confidential information of Kongnect Design at any time.

14. Proper Law and Jurisdiction

These Terms of Use and all matters arising from it and any dispute resolution process referred to below shall be governed by and construed according to the laws of England and Wales and all disputes in relation thereto shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales.

15. Entire Agreement

This constitutes a binding legal agreement between Kongnect Design and its Registered Members regarding the Link Exchange Program as agreed in these Terms and Conditions. This agreement constitutes the entire understanding of the parties.