



## SETTLER CANADA SETTLE RIGHT ASSOCIATE PARTICIPATION PROGRAM

SETTLE  RIGHT



# APPLICATION FORM



## SETTLER CANADA SETTLE RIGHT ASSOCIATE PARTICIPATION PROGRAM

The Team  
Settler Canada  
Settle Right Program  
Ontario, Canada

Dear Sir,

I/we agree, on behalf of my/ our Organization, to abide by the rules of the 'Settler Canada Settle Right Associate Participation Program' and accept that we have gone through and understood all Terms & Conditions Mentioned in the Form.

I/ We confirm that my/ our organization is eligible to take part in this Consumer Connect Program and that all information in the application and accompanying documents are true and correct to the best of my/ our knowledge.

### Important Application Requirements:

1. Please complete all sections of the form.
2. All the sectors marked with (\*) are compulsory to be filled by all the applicants.
3. Each Establishment can Offer a maximum of 5 offers against 5 different Products/Services [1 offer against 1 Product/Services].
4. Please read the rules and regulations of the 'Settler Canada Settle Right Associate Participation Program' carefully before submitting your entry.

### Details of Company/Associate :

Name of Company/Associate

Address of Company/Associate

Address of Associate

City

Zip

State

Country

Email

Website

Details of Directors/Owners:

Name

Phone

Mobile

Email

Details of Authorized Person:

Name

Phone

Mobile

Email

## Details of Product/Services offered:

## Details of Discount/Offer/Schemes Offered:

Preferred Promotional Codes  
[4 words + 4 Numbers combination]

**Brief About Company/Associate [500 words Max]**

Brief about Products/Services [500 words Max]

Payment Details:

Duration of Participation:

6 months

12 months

24 months

Participation Amount:

HST

Total Amount

Details of Payment Mode:

Payment Options :

Credit Card

Cheque / DD

Intrace-E - Transfer

Wire Transfer

Details

Date of Tansfer

[Credit Card Authorization Form and Wire Transfer Details are available on Request

We hereby confirm that we have willingly given the above mentioned offers/Discounts/Schemes against the above-mentioned Products/Services.

We further hereby confirm that we will be honoring our mentioned offers and commitments that we have made with Settler Canada. Further we will keep the above mentioned offers/Discounts/Schemes exclusive for Settler Canada and these will above and over our any regular or running schemes.

In case of any changes, we will update Settler Canada through written communication with in 24 hours of any changes.

We hereby also take the settle Right of updating in advance to any Settler Canada Start Right Members, who will come or inquire about our offers/Discounts/Schemes, for any changes or updates in advance.

Signature

Company Stamp

Authorized Person Name

Date

Place

## SETTLER CANADA SETTLE RIGHT ASSOCIATE PARTICIPATION PROGRAM

### general terms of agreement:

This settler canada Settle right Associate participation program agreement (the "**agreement**") contains the terms and conditions that govern your access to and use of the services and is an agreement between you or the business you represent and settler canada. b

By signing for or using the services and participation in start right program, you (on behalf of yourself or the business you represent) agree to be bound by the terms of this agreement, including the service terms and program policies that apply mentioned not only in this agreement.

As used in this agreement, "**we**," "**us**," and "**settler canada**" means the applicable settler canada contracting party and any of its applicable affiliates, and "**you**" means the applicant (if registering for offering or selling any product or service as an individual), or the business employing the applicant (if registering for or using a service as a business) and any of its affiliates. capitalized terms have the meanings given to them in this agreement. if there is any conflict between these general terms and the applicable service terms and program policies, the general terms will govern and the applicable service terms will prevail over the program policies.

### 1.enrollment

you must complete the registration process by filling complete application form and signing this agreement for one or more of the services. use of the services is limited to parties that can lawfully enter into and form contracts under applicable law (for example, the elected country may not allow minors to use the services). as part of the application, you must provide us with your (or your business') legal name, address, phone number and e-mail address, as well as any other information we may request.

### 2.service fee payments;receipt of sales proceeds.

fees details needs to be mentioned by in the agreement under given head. you are supposed to transfer funds before the start of services or activation of your participation as 100% advance We don't have any policy of credit and we also don't take any post-dated Check or any other banking/financial instrument. All options of payments are mentioned in the agreement, you need to opt for any one as per your choice and understanding.

If we determine that your actions or performance may result in returns, charge backs, claims, disputes, violations of our terms or policies, or other risks to Settler Canada or third parties, then we may in our sole discretion withhold any payments to you for as long as we determine any related risks to Settler Canada or third parties persist. For any amounts that we determine you owe us, we may (a) charge Your Credit Card or any other payment instrument you provide to us; (b) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you or amounts we may owe you; (c) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (d) reverse any credits to Your Bank Account; or (e) collect payment or reimbursement from you by any other lawful means. If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, or to repeatedly violate our Program Policies, then we may in our sole discretion permanently withhold any payments to you. Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in the Local Currency, and all payments contemplated by this Agreement will be made in the Local Currency.

In addition, we may require that you pay other amounts to secure the performance of your obligations under this Agreement or to mitigate the risk of returns, charge backs, claims, disputes, violations of our terms or policies, or other risks to Settler Canada or third parties. These amounts may be refundable or non refundable in the manner we determine, and failure to comply with terms of this Agreement, including any applicable Program Policies, may result in their forfeiture.

### 3. Term and Termination :

The term of this Agreement will start on the date of your completed registration for use of a Service and continue until terminated by us or you as provided below. You may terminate your use of any Service with 30 days advance notice to us via Seller Central, email, the Contact Us form, or similar means. We may terminate your use of any Services or terminate this Agreement for convenience with 0 days' advance notice. We may suspend or terminate your use of any Services immediately if we determine that (a) you have materially breached the Agreement and failed to cure within 7 days of a cure notice unless your breach exposes us to liability toward a third party, in which case we are entitled to reduce, or waive, the aforementioned cure

period at our reasonable discretion; (b) your account has been, or our controls identify that it may be used for deceptive or fraudulent, or illegal activity; or (c) your use of the Services has harmed, or our controls identify that it might harm, other sellers, customers, or Settler Canada's legitimate interests. We will promptly notify you of any such termination or suspension via email or similar means including Seller Central, indicating the reason and any options to appeal, except where we have reason to believe that providing this information will hinder the investigation or prevention of deceptive, fraudulent, or illegal activity, or will enable you to circumvent our safeguards. On termination of this Agreement, all related rights and obligations under this Agreement immediately terminate, except that (d) you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination.

#### **4. License :**

You grant us a royalty-free, non-exclusive, worldwide right and license for the duration of your original and derivative intellectual property rights to use any and all of Your Materials for the Services or other Settler Canada product or service, and to sub license the foregoing rights to our Affiliates and operators of Settler Canada Associated Properties; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Materials (provided you are unable to do so using standard functionality made available to you via the applicable Settler Canada Site or Service); provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a license from you or your Affiliates under applicable Law (e.g., fair use under Canada copyright law, referential use under trademark law, or valid license from a third party).

#### **5. Representations :**

Each party represents and warrants that: (a) if it is a business, it is duly organized, validly existing and in good standing under the Laws of the country in which the business is registered and that you are registering for the Service(s) within such country; (b) it has all requisite right, power, and authority to enter into this Agreement, perform its obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by one party to the other party or its Affiliates is at all times accurate and complete; (d) it is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the Canada Government (any applicable Department of Government or Province or City), it will comply with all applicable Laws in performance of its obligations and exercise of its rights under this Agreement.

#### **6. Indemnification :**

your indemnification obligations. you will defend, indemnify, and hold harmless settler canada, and our officers, directors, employees, and agents, against any third-party claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) (each, a "claim") arising from or related to (a) your non-compliance with applicable laws; (b)

your products, including the offer, sale, fulfillment, refund, cancellation, return, or adjustments thereof, your materials, any actual or alleged infringement of any intellectual property rights by any of the foregoing, and any personal injury, death (to the extent the injury or death is not caused by settler canada), or property damage related thereto; (c) your taxes and duties or the collection, payment, or failure to collect or pay your taxes or duties, or the failure to meet tax registration obligations or duties; or (d) actual or alleged breach of any representations you have made.

#### **7. Disclaimer & General Release :**

a. the settler canada sites and the services, including all content, software, functions, materials, and information made available on or provided in connection with the services, are provided "as-is." as a user of the services, you use the settler canada sites, the services, and seller central at your own risk. to the fullest extent permissible by law, we and our affiliates disclaim: (i) any representations or warranties regarding this agreement, the services or the transactions contemplated by this agreement, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement; (ii) implied warranties arising out of course of dealing, course of performance, or usage of trade; and (iii) any obligation, liability, right, claim, or remedy in tort, whether or not arising from our negligence. we do not warrant that the functions contained in the amazon sites and the services will meet your requirements or be available, timely, secure, uninterrupted, or error free, and we will not be liable for any service interruptions, including but not limited to system failures or other interruptions that may affect the receipt, processing, acceptance, completion, or settlement of any transactions.

B. Because Settler Canada is not involved in transactions between customers and sellers or other participant dealings, if a dispute arises between one or more participants, each participant releases settler canada (and its agents and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

#### **8. Limitation of liability:**

we will not be liable (whether in contract, warranty, tort (including negligence, product liability, or other theory), or otherwise) to you or any other person for cost of cover, recovery, or recoupment of any investment made by you or your affiliates in connection with this agreement, or for any loss of profit, revenue, business, or data or punitive or consequential damages arising out of or relating to this agreement, even if settler canada has been advised of the possibility of those costs or damages. further, our aggregate liability arising out of or in connection with this agreement or the transactions contemplated will not exceed at any time the total amounts during the prior six-month period paid by you to settler canada in connection with the particular service giving rise to the claim.

#### **9. Tax Matters.**

As between the parties, you will be responsible for the collection, reporting, and payment of any and all of Your Taxes All fees and payments payable by you to Settler Canada under this Agreement or the applicable Service Terms are exclusive of any



applicable taxes, deductions or withholding (including but not limited to cross-border withholding taxes), and you will be responsible for paying Settler Canada any of Your Taxes imposed on such fees and any deduction or withholding required on any payment.

10. Force Majeure

We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

11. Relationship of Parties:

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. This Agreement will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions, and provisions in this Agreement are intended to be and are for the sole and exclusive benefit of Settler Canada, you, and customers. As between you and us, you will be solely responsible for all obligations associated with the use of any third-party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section

Suggestions and Other Information.

If you or any of your Affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to any Settler Canada Site or Service (including any related Technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history, and posted content. If we make suggestions on using the Services, you are responsible for any actions you take based on our suggestions.

3. Modification.

We may change or modify the Agreement at any time with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to change existing features or add additional features to the Services (where this does not materially adversely affect your use of the Services); or (c) to restrict products or activities that we deem unsafe, inappropriate, or offensive. We will notify you about any change or modification; (d) as per sole discretion of management of Settler Canada, without prior information to you.

16. Password Security:

Any password we provide to you may be used only during the term to access Settler Canada (or other tools we provide, as applicable) to use the Services, electronically accept Your Transactions, and review your completed transactions.

You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account in accordance with this Agreement) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.

17. Severability :

If any court or competent authority decides that any of the provisions of these terms and conditions are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

18. Entire Agreement :

18.1. These terms and conditions constitute the whole agreement between us and supersede all previous discussion, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of these terms and conditions.

18.2. Each of the parties agrees that it has not entered into these terms and conditions in reliance on, and shall have no remedy in respect of, any statement, representation, covenant, warranty, undertaking or indemnity (whether negligently or innocently made) by any person (whether party to these terms and conditions or not) other than as expressly set out in these terms and conditions.

19 . Law and Jurisdiction

This agreement shall be interpreted in accordance with Canada law and will be subject to the non-exclusive jurisdiction of the Ontario - Canada Courts.

Signature

Company Stamp

Authorized Person Name

Date

Place