

CPM - Terms & Conditions

20,000 impressions per month.

Mixture of Radio X website, plus extended network sites.

Geo-targeted within 20 miles of the local station transmitter (wider upon request).

For a set price of £125 per month.

Free Design of inventory.

Deployed by the Local Stars Network <http://www.localstars.com/> branding across 800 partnered websites, such as ebay and Amazon.

DEFINITIONS

“Ad” or “Ads” means any advertisement provided to the client by the Company via an Agency on behalf of the Client.

“Advertising Materials” means artwork, copy, or active URL’s for Ads.

“Affiliate” means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.

“Client” means the advertiser for which the Company is the agent under an applicable IO, or in the case of no agency being involved, it refers to the direct advertiser.

“Company” means the parent company Nation Broadcasting, acting on behalf of all of the companies under the group umbrella.

“CPM Deliverables” means Deliverables sold on a cost per thousand impression basis.

“Deliverable” or “Deliverables” means the inventory delivered by the Media Company (e.g. impressions, clicks, or other desired actions).

“IO” means a mutually agreed insertion order that incorporates these Terms, under which the Media Company will deliver Ads on Sites for the benefit of the Company or Client.

“Media Company” means the publisher listed on the applicable IO.

“Media Company Properties” are websites or digital media properties specified on an IO that are owned, operated, or controlled by the Media Company.

“Network Properties” means websites specified on an IO that are not owned, operated, or controlled by the Media Company, but on which the Media Company has a contractual right to serve Ads.

“Policies” means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with the Media Company’s public image, community standards regarding obscenity or indecency (taking into consideration portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and Advertising Materials due dates.

“Representative” means, as to an entity and/or its Affiliate(s), any director, officer, employee, consultant, contractor, agent, and/or attorney.

“Site” or “Sites” means Media Company Properties and Network Properties.

“Terms” means these Standard Terms and Conditions for Internet Advertising purchases.

“Third Party” means an entity or person that is not a party to an IO; for purposes of clarity, any Media Company, the Company, the Client, and any Affiliates or Representatives of the forgoing are not Third Parties.

“Third Party Ad Server” means a Third Party that will serve and/or track Ads.

1. INSERTION OF ORDERS AND INVENTORY AVAILABILITY

a. IO Details.

From time to time, the Company and the Media Company may execute IOs that will be accepted as set forth in Section 2. As applicable, each IO will specify:

- The type(s) and amount(s) of Deliverables.
- The price(s) of such Deliverables.
- The maximum amount of money to be spent pursuant of the IO.
- The start and end dates of the campaign, and
- The identity of and contact information for any Third Party Ad Server.

Other items that may be included are, but not limited to, reporting requirements, any special Ad delivery scheduling and/or Ad placement requirements, and specification concerning ownership of data collected.

b. Availability; Acceptance. The Media Company will make commercially reasonable efforts to notify the Company within 2 business days of receipt of an IO signed by the Company or the Client if the specified inventory is not available. Acceptance of the IO and these Terms will be deemed the earlier of;

- (i) Writer (which unless otherwise specified, for purposes of these Terms, will include paper, fax or email communication) approval of the IO by the Media Company and the Company, or
- (ii) The display of the first Ad impression by the Media Company, unless otherwise agreed on the IO. Notwithstanding the foregoing; modifications to the originally submitted IO will not be binding unless approved in writing by both the Media Company and the Company.

c. Revisions. Revisions to accepted IOs will be made in writing and acknowledged by the other party in writing.

2. AD PLACEMENT AND POSITIONING

a. Compliance with IO. The Media Company will comply with the IO, including all Ad placement restrictions and, except as set forth in Section 6 (c), will create a reasonably balanced delivery schedule. The Media Company will provide, within the scope of the IO, an Ad to the Site specified on the IO.

b. Changes to Site. The Media Company will use commercially reasonable efforts to provide the Company with at least 10 days prior notification of any material changes to the Site that would materially change the target audience or materially affect the size or placement of the Ad specified on the applicable IO. Should such a modification occur with or without notice, as the Company's and the Client's sole remedy for such change, the Company may cancel the remainder of the affected placement without penalty within the 10 day notice period. If the Media Company has failed to provide such notification, the Company may cancel the remainder of the affected placement within 30 days of such modification and, in such case, will not be charged for any affected Ads delivered after such modification.

c. Technical Specifications. The Media Company will submit or otherwise make electronically accessible to the Company, the final technical specifications within 2 business days of the acceptance of an IO. Changes by the Media Company to the specifications of already-purchased Ads after that 2 business day period will allow the Client to suspend delivery of the affected Ad for a reasonable time (without impacting the end date, unless otherwise agreed by the parties) in order to;

- (i) Send revised advertising materials.
- (ii) Request that the Media Company resize the Ad at the Media Company's cost, and with final creative approval of the Company, within a reasonable time period to fulfil the guaranteed levels of the IO.
- (iii) Accept a comparable replacement or
- (iv) If the parties are unable to negotiate an alternate or comparable replacement in good faith within 5 business days, immediately cancel the remainder of the affected placement without penalty.

d. Editorial Adjacency. The Media Company will at all times retain editorial control over the Media Company Properties. For Ads shown on Network Properties, the Media Company and the Company agree that the Media Company's sole responsibilities, with respect to the compliance with these Editorial Adjacency Guidelines, will be to obtain contractual representations from its participating network publishers. That these such publishers will comply with Editorial Adjacency Guidelines on all Network Properties and to provide the remedy specified below to the Company with respect to violations of Editorial Adjacency Guidelines on Network Properties. Should Ads appear in violation of the Editorial Adjacency Guidelines, the Client's sole and exclusive remedy is to request in writing that Media Company remove the Ads and provide an alternative or, if no alternative can be agreed upon, issue a credit to the Client equal to the value of such Ads, or not bill the Company for such Ads. In cases where an alternative and a credit can be shown to be commercially infeasible for the Client, the Company and the Media Company will negotiate an alternate solution. After the Company notifies the Media Company that specific Ads are in violation of the Editorial Adjacency Guidelines, the Media Company will make commercially reasonable efforts to correct such violation within 24 hours. If such correction materially and adversely impacts such IO, the Company and the Media Company will negotiate in good faith mutually agreed changes to such IO to address such impacts. Notwithstanding the foregoing, the Company and the Client each acknowledge and agree that no Client will be entitled to any remedy for any violation of the Editorial Adjacency Guidelines resulting from:

- (i) Ads placed at locations other than the Sites or,
- (ii) Ads displayed on property that the Company or the Client is aware, or should be aware, may contain content in potential violation of the Editorial Adjacency Guidelines.

For any page on the Site that primarily consists of user-generated content, the preceding paragraph will not apply.

3. PAYMENT AND PAYMENT LIABILITY

a. Invoices. The initial invoice will be sent by the Media Company upon completion of the first month's delivery, or within 30 days of completion of the IO, whichever is earlier. Invoices will be sent to the Company's billing address as set forth on the IO and will include information reasonably specified by the Company, such as the order number, the Client name, brand name, campaign name and any number of other identifiable reference stated as required for invoicing on the IO. All invoices (other than corrections of previously provided invoices) pursuant to the IO will be sent within 90 days of delivery of all deliverables. The Media Company acknowledges that failure by the Media Company to send an invoice within such period may cause the Company to be contractually unable to collect payment from the Client. If the Media Company sends the invoice after the 90 day period and the Company either has not received the applicable funds from the Client or does not have the Client's consent to dispense such funds, the Company will use commercially reasonable efforts to assist the Media Company in collection payment from the Client or obtaining the Client's consent to dispense funds.

Upon request from the Company, the Media Company should provide proof of performance for the invoiced period, which may include access to online or electronic reporting. As addressed in these Terms, subject to the notice and cure provision of Section 4. The Media Company should invoice the Company for the services provided on a calendar-month basis with the net cost (i.e, the cost after subtracting the Company commission, if any) based on actual delivery, flat-fee or based on prorated distribution of delivery over the term of the IO, as specified on the applicable IO.

b. Payment Date. The Company will make payment 30 days from its receipt of invoice, or as otherwise stated in a payment schedule set forth on the IO.

c. Payment Liability. The Media Company holds the Company liable for all payments in accordance with the IO. The Company agrees to clear payment to the Media Company within the payment date, if failing to do so, the Media Company may invoke its credit policies. If the Client's or Company's credit is, or becomes impaired, the Media Company may require payment in advance.

4. REPORTING

a. Confirmation of Campaign Initiation. The Media Company will within 2 business days of the start date on the IO, provide confirmation to the Company either electronically or in writing, stating whether the components of the IO have begun delivery.

b. Media Company Reporting. If the Media Company is serving the campaign, the Media Company will make reporting available as agreed to on the IO. Once the Media Company has provided the online or electronic report, it agrees that the Company and the Client are entitled to reasonably rely on it, subject to provision of the Media Company's invoice for such period.

c. Make Goods for Reporting Failure. If the Media Company fails to deliver an accurate and complete report by the time specified, the Company may initiate make good discussions pursuant to Section 6, below.

If the Company informs the Media Company that the Media Company has delivered an incomplete or inaccurate report, or no report at all, the Media Company will cure such failure within 5 business days or receipt of such notice. Failure to amend may result in a non-payment for all activity for which data is incomplete or missing until the Media Company delivers reasonable evidence of performance. Such report will be delivered within 30 days of the Media Company's knowledge of such failure or absent such knowledge, within 180 days of delivery of all deliverables.

5. CANCELLATION AND TERMINATION

a. Without Cause. Unless designated on the IO as non-cancellable, the Client may cancel the entire IO, or any portion thereof, as follows:

- (i) With 30 days prior written notice to the Media Company without penalty for any guaranteed deliverable, including, but not limited to, CPM deliverables. For clarity and by way of example, if the Client cancels the guaranteed portions of the IO 18 days prior to serving the first impression, the Client will be responsible for the first 12 days of those deliverables.
- (ii) However, non-standard CPM advertising placement IO's may be cancelled by the Client at any time. Notwithstanding the aforesaid, the Client will be held accountable for the full value of the placement for its entire duration as stipulated in the IO.
- (iii) The Client will remain liable to the Media Company for amounts due for any custom content or development ('custom material') provided to the Client or completed by the Media Company or its third party vendor prior to the effective date of termination. For IOs that contemplate the provision or creation of custom material, the Media Company will specify the amounts due for such custom material as a separate line item. The Client will pay for such custom material within 30 days from receiving an invoice therefore.

b. For Cause. Either the Media Company or the Company may terminate an IO at any time if the other party is in material breach of its obligations hereunder. Which breach is not cured within 10 days after receipt of written notice thereof from the non-breaching party, except as otherwise stated in these terms regard to the specific breaches. Additionally, if the Company or Client breaches its obligations by violating the same policy three times (and such policy was provided to the Company and the Client) and receives timely notice of each such breach. Even if the Company or Client amends such breaches, then the Media Company may terminate the IO or placements associated with such breach upon written notice. If the Company or Client does not cure a violation of a policy within the applicable 10 day cure period after written notice, where such policy had been provided by the Media Company to the Company, then the Media Company may terminate the IO and/or placements associated with such breach upon written notice.

6. MAKE GOODS

a. Notification of Under-Delivery. The Media Company will monitor delivery of the Ads and will notify the Company either electronically or in writing as soon as possible (no later than 14 days before the applicable IO end date unless the length of the campaign is less than 14 days) if the Media Company believes that an under-delivery is likely. In the case of a probable or actual under-delivery, the Company may arrange for a make good consistent with these Terms.

b. Make Good Procedure. If actual deliverables for any campaign fall below guaranteed levels as set forth on the IO and/or if there is an omission of any Ad (placement or creative unit), the Company and the Media Company will use commercially reasonable efforts to agree upon the conditions of a make good flight, either on the IO or at the time of the shortfall. If no make good can be agreed upon, the Company may execute a credit equal to the value of the under-delivered portion of the IO for which it was charged. If the Company or Client has made a cash prepayment to the Media Company, specifically for the campaign IO for which under-delivery applies, then if the Company and/or Client is reasonably current on all amounts owed to the Media Company under any other agreement for such Client. The Company may elect to receive a refund for the under-delivery equal to the difference between the applicable prepayment and the value of the delivered portion of the campaign. In no event will the Media Company provide a make good or extend any Ad beyond the period set forth in the IO without the prior written consent of the Company.

c. Unguaranteed Deliverables. If an IO contains CPA deliverables, CPL deliverables or CPC deliverables, the predictability, forecasting and conversions for such deliverables may vary and guaranteed delivery, even delivery and make goods are not available.

7. BONUS IMPRESSIONS

a. With Third Party Ad Server. Where the Company uses a Third Party Ad Server, the Media Company will not bonus more than 10% above the deliverables specified on the IO without the prior written consent of the Company. Permanent or exclusive placements will run for the specified period of time regardless of over-delivery, unless the IO establishes an impression cap for the Third Party Ad Server activity. The Company will not be charged by the Media Company for any additional

deliverables above any level guaranteed or capped on the IO. If a Third Party Ad Server is being used and the Company notifies the Media Company that the guaranteed or capped levels stated on the IO have been reached, the Media Company will use commercially reasonable efforts to suspend delivery and within 48 hours of receiving such notice, the Media Company may either:

- (i) Serve any additional Ads itself or,
- (ii) Be held responsible for all applicable incremental Ad serving charges incurred by the Client but only,
- (iii) After such notice has been provided and,
- (iv) To the extent such charges are associated with over delivery by more than 10% above such guaranteed or capped levels.

b. No Third Party Ad Server. Where the Company does not use a Third Party Ad Server, the Media Company may bonus as many Ad units as Media Company chooses unless otherwise indicated on the IO. The Company will not be charged by the Media Company for any additional deliverables above any level guaranteed on the IO.

7. FORCE MAJEURE

a. Generally. Excluding payment obligations, neither the Company nor the Media Company will be liable for delay or default in the performance of its respective obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control. These are including but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labour disputes ('Force Majeure Event'). If the Media Company suffers such a delay or default, the Media Company will make reasonable efforts within 5 business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or make good is reasonably acceptable to the Company, the Media Company will allow the Company a pro rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space, time and/or program charges at time of purchase. In addition, the Company will have the benefit of the same discounts that would have been earned had there been no default or delay.

b. Related to Payment. If the Company's ability to transfer funds to third parties has been materially negatively impacted by an event beyond the Company's reasonable control, including, but not limited to failure of banking clearing systems or a state of emergency, then the Company will make every reasonable effort to make payments on a timely basis to the Media Company. However any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve the Company from any of its obligations as to the amount of money that would have been due and paid without such condition.

c. Cancellation. If a Force Majeure event has continued for 5 business days, the Media Company and/or the Company has the right to cancel the remainder of the IO without penalty.

8. AD MATERIALS

a. Submission. The Company will submit Advertising Materials pursuant to Section 2 (c) in accordance with the Media Company's then-existing policies. The Media Company's sole remedies for a breach of this provision are set forth in Section 5 (c), above Sections 8 (c) and (d), below and Sections 9 (b) and (c) below.

b. Late Creative. If Advertising Materials are not received by the IO start date, the Media Company will begin to charge the Advertiser on the IO start date on a pro rata basis based on the full IO, excluding portions consisting of performance-based, for each full day the Advertising Materials are not received. If Advertising Materials are late based on the Policies, the Media Company is not required to guarantee full delivery of the IO. The Media Company and the Company will negotiate a resolution if the Media Company has received all required Advertising Materials in accordance with Section 8 (a) but fails to commence a campaign on the IO start date.

c. Compliance. The Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials, software code associated with the Advertising

Materials (e.g pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with any applicable law, regulation or other judicial or administrative order. In addition, the Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule or scorn upon the Media Company. The same goes for any of its affiliates (as defined below), provided that if the Media Company has reviewed and approved such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from the Company.

d. Damaged Creative. If Advertising Materials provided by the Company are damaged, not to the Media Company's specifications, or otherwise unacceptable, the Media Company will use commercially reasonable efforts to notify the Company within 2 business days of its receipt of such Advertising Materials.

e. No Modification. The Media Company will not edit or modify the submitted Ads in any way, including but not limited to, resizing the Ad without the Company's approval. The Media Company will use all Ads in strict compliance with these Terms and any written instructions provided on the IO.

f. Ad Tags. When applicable, Third Party Ad Server tags will be implemented so that they are functional in all aspects.

g. Trademark Usage. The Media Company, on the one hand, and the Company and Client on the other, will not use the other's trade name, trademarks, logos or Ads in any public announcement. This is including but not limited to in any press release, regarding the existence or content of these Terms or an IO without the other's prior written approval.

9. INDEMNIFICATION

a. By Media Company. The Media Company will defend, indemnify and hold harmless the Company, the Client and each of its affiliates and representatives from damages, liabilities, costs and expenses (including reasonable attorney fees and collectively 'losses') resulting from any claim, judgement or proceeding (collectively, 'claims') brought by a Third Party and resulting from;

- (i) The Media Company's alleged breach of Section 11 or of the Media Company's representations and warranties in Section 13 (a).
- (ii) The Media Company's display or delivery of any Ad in breach of Section 2 (a) or Section (e) or,
- (iii) Advertising Materials provided by the Media Company for an Ad (and not by the Company, Client and/or each of its affiliates and/or representatives) ('The Media Company Advertising Materials') that (A) violate any applicable law, regulation, judicial or administrative action, or the right of a Third Party, or; (B) are defamatory or obscene.

Notwithstanding the foregoing, the Media Company will not be liable for any losses resulting from claims to the extent that such claims result from (A) the Media Company's customisation of Ads or Advertising Materials based upon detailed specifications, materials or information provided by the Client, Company and/or each of its affiliates and/or representatives or (B) a user viewing an Ad outside of the targeting set forth on the IO, which viewing is not directly attributable to the Media Company's serving such Ad in breach of such targeting.

b. By Client. The Client will defend, indemnify and hold harmless the Media Company and each of its affiliates and representatives from losses resulting from any claims brought by a Third Party resulting from;

- (i) the Client's alleged breach of Section 11 or of the Client's representations and warranties in Section 13 (a).
- (ii) The Client's violation of policies (to the extent the terms of such policies have been provided, e.g by making such policies available by providing a URL) via email or other affirmative means, to the Company or Client at least 14 days prior to the violation giving rise to the claim), or
- (iii) The content or subject matter of any Ad or Advertising Materials to the extent used by the Media Company in accordance with these Terms or an IO.

c. By Company. The Company represents and warrants that it has the authority as the Client's agent to bind the Client to these Terms and each IO, and that all of the Company's actions related to these terms and each IO will be within the scope of such Company. The Company will defend, indemnify and hold harmless the Media Company and each of its affiliates and representatives from losses resulting from;

- (i) The Company's alleged breach of the foregoing sentence or,
- (ii) Claims brought by a Third Party alleging that the Company has breached its express, Company-specific obligations under Section 11.

d. Procedure. The indemnified party(s) will promptly notify the indemnifying party of all claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent such party is prejudiced by such failure or delay) and will:

- (i) Provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defence or settlement of all claims; and,
- (ii) Be entitled to participate at its own expense in the defence of all claims. The indemnified party(s) agrees that the indemnifying party will have sole and exclusive control over the defence and settlement of all claims; provided, however, the indemnifying party will not acquiesce to any judgement or enter into any settlement. Either of which imposes any obligation or liability on an indemnified party(s) without its prior written consent.

10. LIMITATION OF LIABILITY

Excluding the Company's, Client's and the Media Company's respective obligations under Section 9, damages that result from a breach of Section 11 or international misconduct by Company, Client or Media Company, in no event will any party be liable for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever. This is including but not limited to, damages for loss of profits, business interruption, loss of information and the like, incurred by another party arising out of an IO, even if such party has been advised of the possibility of such damages.

11. NON-DISCLOSURE, DATA USAGE AND OWNERSHIP, PRIVACY AND LAWS

a. Definitions and Obligations. 'Confidential Information' will include;

- (i) All information marked as 'Confidential', 'Proprietary', or similar legend by the disclosing party ('Discloser') when given to the receiving party ('Recipient'); and
- (ii) Information and data provided by the discloser, which under the circumstances surrounding the discloser should be reasonably deemed confidential or proprietary. Without limiting the foregoing, discloser and recipient agree that each discloser's contribution to IO details (as defined below) shall be considered such Discloser's Confidential Information.

Recipient will protect confidential information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient shall not disclose confidential information to anyone except an employee, agent, affiliate or third party who has a need to know same, and who is bound by confidentiality and non-use obligations at least as protective of confidential information as are those in this section. Recipient will not use discloser's confidential information other than as provided for on the IO.

b. Expectations. Notwithstanding anything contained herein to the contrary the term 'confidential information' will not include information that:

- (i) Was previously known to recipient;
- (ii) Was or becomes generally available to the public through no fault of recipient;
- (iii) Was rightfully in recipient's possession free of any obligation of confidentiality at, or prior to, the time it was communicated to recipient by discloser;
- (iv) Was developed by employees or agents of recipient independently of, and without reference to, confidential information; or

- (v) Was communicated by discloser to an unaffiliated Third Party free of any obligation of confidentiality.

Notwithstanding the foregoing, the recipient may disclose confidential information of the discloser in response to a valid order by a court of law or other regulatory body, as otherwise required by law or rules of any applicable securities exchange, or as necessary to establish the rights of either party under these Terms. Provided however, that both discloser and recipient will stipulate to any orders necessary to protect such information from public disclosure.

c. Additional Definitions. As used herein the following terms shall have the following definitions:

- (i) 'User Volunteered Data' is personally identifiable information collected from individual users by the Media Company during delivery of an Ad pursuant to the IO, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of the Client.
- (ii) 'Performance Data' is data regarding a campaign gathered during delivery of an Ad pursuant to the IO (e.g., number of impressions, interactions, and header information), but excluding Site Data or IO Details.
- (iii) 'Site Data' is any data that is (A) pre-existing the Media Company data used by Media Company pursuant to the IO; (B) gathered pursuant to the IO during delivery of an Ad that identifies or allows identification of the Media Company; the Media Company's Site, brand, content, context, or users as such, or (C) entered by users on any of the Media Company Site other than User Volunteered Data.
- (iv) 'Collected Data' consists of IO Details, Performance Data, and Site Data.
- (v) 'Repurposing' means retargeting a user or appending data to a non-public profile regarding a user for purposes other than performance of the IO.
- (vi) 'Aggregated' means a form in which data gathered under an IO is combined with data from numerous campaigns of numerous Clients and precludes identification, directly or indirectly, of a Client.

d. Use of collected data.

- (i) Unless otherwise authorized by the Media Company, the Client will not: (A) use collected data for repurposing. Provided, however, that performance data may be used for repurposing so long as it is not joined with any IO details or Site Data. (B) Disclose IO details of the Media Company or Site Data to any affiliate or Third Party except as set forth in Section 11(d)(iii).
- (ii) Unless otherwise authorized by the Company or the Client, the Media Company will not: (A) use or disclose IO details of the Client, performance data, or a user's recorded view or click of an Ad, each of the foregoing on a non-Aggregated basis for repurposing or any purpose other than performing under the IO. This is compensating data providers in a way that precludes identification of the Client, or internal reporting or internal analysis; or (B) use or disclose any User Volunteered Data in any manner other than in performing under the IO.
- (iii) Client, Company and Media Company (each a "Transferring Party") will require any Third Party or affiliate used by the transferring party in performance of the IO on behalf of such transferring party to be bound by confidentiality and non-use obligations at least as restrictive as those on the transferring party, unless otherwise set forth in the IO.

e. User Volunteered Data. All user volunteered data is the property of the Client and subject to the Client's posted privacy policy and is also considered Confidential Information of Client. Any other use of such information will be set forth on the IO and signed by both parties.

f. Privacy Policies. The Company, the Client and Media Company will post on their respective web sites their privacy policies and adhere to their privacy policies, which will abide by applicable laws. Failure by the Media Company, on the one hand, or Company or Client on the other, to continue to post a privacy policy, or non-adherence to such privacy policy, is grounds for immediate cancellation of the IO by the other party.

g. Compliance with Law. The Company, the Client and Media Company will at all times comply with all United Kingdom laws, ordinances, regulations, and codes which are applicable to their performance of their respective obligations under the IO.

h. Company Use of Data. The Company will not:

- (i) Use collected data unless the Client is permitted to use such collected data, nor
 - (ii) Use collected data in ways that the Client is not allowed to use such collected data.
- Notwithstanding the foregoing or anything to the contrary herein, the restrictions on the Client in Section 11(d)(i), shall not prohibit the Company from (A) using collected data on an aggregated basis for internal media planning purposes only (but not for repurposing), or (B) disclosing qualitative evaluations of aggregated collected data to its clients and potential clients, and Media Companies on behalf of such clients or potential clients, for the purpose of media planning.

12. THIRD PARTY AD SERVING AND TRACKING (Applicable if Third Party Ad Server is used)

- a. Ad Serving and Tracking. The Media Company will track delivery through its Ad server and, provided that the Media Company has approved in writing a Third Party Ad Server to run on its properties, the Company will track delivery through such Third Party Ad Server. The Company may not substitute the specified Third Party Ad Server without the Media Company's prior written consent.
- b. Controlling Measurement. The controlling measurement will be based on the Media Company's Ad server, unless otherwise agreed by the Company and the Media Company in writing.
- c. Ad Server Reporting Access. As available, the party responsible for the controlling measurement will provide the other party with online or automated access to relevant and non-proprietary statistics from the ad server.
- d. Discrepant Measurement. If the difference between the controlling measurement and the other measurement exceeds 10% over the invoice period and the controlling measurement is lower, the parties will facilitate a reconciliation effort between the Media Company and Third Party Ad Server measurements. If the discrepancy cannot be resolved and a good faith effort to facilitate the reconciliation has been made, The Company reserves the right to either:
 - (i) Consider the discrepancy an under-delivery of the deliverables as described in Section 5(b), whereupon the parties will act in accordance with that Section. This is including the requirement that the Company and the Media Company make an effort to agree upon the conditions of a make good flight and delivery of any make good will be measured by the Third Party Ad Server, or
 - (ii) Pay invoice based on controlling measurement – reported data, plus a 10% upward adjustment to delivery.
- e. Third Party Ad Server Malfunction. Where the Company is using a Third Party Ad Server and that Third Party Ad Server cannot serve the Ad, the Company will have a one-time right to temporarily suspend delivery under the IO for a period of up to 72 hours. Upon written notification by the Company of a non-functioning Third Party Ad Server, the Media Company will have 24 hours to suspend delivery. Following that period, the Company will not be held liable for payment for any Ad that runs within the immediately following 72 hour period until the Media Company is notified that the Third Party Ad Server is able to serve Ads. After the 72 hour period passes and the Company has not provided written notification that the Media Company can resume delivery under the IO, the Client will pay for the Ads that would have run, or are run, after the 72 hour period but for the suspension. The Client can then elect the Media Company to serve Ads until the Third Party Ad Server is able to serve Ads. If the Company does not so elect for the Media Company to serve the Ads until the Third Party Ad Server is able to serve Ads, the Media Company may invoke cancellation terms as per Section 4.
- f. Third Party Ad Server Fixed. Upon notification that the Third Party Ad Server is functioning, the Media Company will have 72 hours to resume delivery. Any delay in the resumption of delivery beyond this period, without reasonable explanation, will result in the Media Company owing a make good to the Company.

13. MISCELLANEOUS

- a. Necessary Rights. The Media Company represents and warrants that the Media Company has all necessary permits, licenses and clearances to sell the deliverables specified on the IO subject to

these Terms. The Client represents and warrants that the Client has all necessary licenses and clearances to use the content contained in the Ads and advertising materials as specified on the IO and subject to these Terms, including any applicable policies.

b. Assignment. Neither the Company nor the Client may resell, assign or transfer any of its rights or obligations hereunder. Any attempt to resell, assign or transfer such rights or obligations without the Media Company's prior written approval will be null and void. All terms and conditions in these Terms and each IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

c. Entire Agreement. Each IO (including the Terms) will constitute the entire agreement of the parties with respect to the subject matter thereof and surpass all previous communications, representations, understandings and agreements, either oral or written between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which will be an original and all of which together will constitute one and the same document.

d. Conflicts; Governing Law; Amendment. In the event of any inconsistency between the terms of an IO and these Terms, the terms of the IO will prevail. All IOs will be governed by the laws of the United Kingdom. The Media Company and the Company (on behalf of itself and the Client) agree that any claims, legal proceedings or litigation arising in connection with the IO (including these terms) will be brought solely in the United Kingdom and the parties consent to the jurisdiction of such courts. No modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.