

Publishers

Do you operate a hockey website and wish to receive monthly recurring advertising revenue from national hockey-related advertisers? Do you want your site to receive top-quality advertising from well-known brands and be recognized as part of the world's only online hockey-focused advertising network? Working with us is easy and hassle-free, and you are guaranteed to make money — we only show ads that bring you incremental revenue.

Do you operate a hockey-focused website and want to generate recurring ad revenues? We deliver top-quality advertising from national brands, and bring recognition to your site as part of the world's first and only hockey vertical advertising network! No opportunity costs — always have paying advertising to show: Unlike some ad networks, HockeyAdNetwork does not require exclusivity. We also provide publishers the protection of setting a minimum CPM price. If that minimum is not met, or if you have displayed all current inventory, you can specify alternative ads to be displayed. Publisher control over campaign approvals: Through your publisher interface, you can approve or reject any advertisers or particular ads you wish. No setup fees and generous revenue share: You pay nothing up front, and the HockeyAdNetwork simply retains 50% of the gross revenue generated. Advertising operations and fee collection - handled! We take care of all the behind the scenes tasks, such as ad serving, reporting, billing, trafficking and payment processing. The HockeyAdNetwork looks after all the complexities for you, leaving you free to focus on what you do best. Run your own ads for free! We'll bring you brand name advertisers through the HockeyAdNetwork, but we will also give you branded storefront tools to allow advertisers to place ads directly on your site. Multiple ad display options: We support a variety of IAB-standard size graphical ads, including popular 160x600, 300x250 and 728x90 sizes. Prompt no-hassle payments: The HockeyAdNetwork collects all funds including credit card processing, and will pay you by your choice of check, PayPal or wire transfer.

We are currently accepting publisher applications from Hockey publishers in all countries worldwide! Hockey Ad Network
 Publisher Terms and Conditions

The following terms and conditions, together with the Hockey Ad Network Privacy Policy ("Privacy Policy") and any and all Acceptable Use Policies referenced herein ("AUPs"), constitute the binding legal agreement (this "Agreement") by and between Hockey Ad Network ("Company") and you ("Publisher," "You" or "Your"), the user of both the Hockey Ad Network website (the "Website") and the Hockey Ad Network advertising network service (the "Service"). You and Company may also be individually referred to herein as a "Party" and collectively as "Parties."

Any reference to You herein means You and/or the company or entity registering with Hockey Ad Network and, without limitation, any parent entities, owners, subsidiaries, affiliates, predecessor or successor entities, and any agents, officers, directors and/or employees acting on behalf of same. You agree to use the Website, the Service and any additional products and/or services offered by Company in the future only in accordance with the Agreement. Company reserves the right to make changes to the Website, the Service and the terms and conditions of the Agreement at any time. The latest Agreement will be posted on the Website. Your continued use of the Website and/or the Service after any such modification and notification thereof shall constitute Your consent to such modification. Therefore, You should regularly check the Website for updates and/or changes. If You do not agree to the terms and conditions contained within the Agreement in their entirety, You are not authorized to register as a Publisher, or use the Service and/or Website in any manner or form whatsoever.

1. Website Use.

1.1. Company posts offers ("Offers") and associated creative ("Creative") in connection with various advertising programs ("Program(s)") sponsored by Company or its third party advertising clients ("Advertisers") by and through Company's proprietary network. Once approved, Publisher shall be granted appropriate access to review offers. Publisher must then log in and either approve or reject an Offer with twenty-four (24) hours. A failure to reject an Offer by Publisher will be deemed acceptance of the Offer by Publisher.

1.2. Company's network is currently managed through Adify Corporation (LINK). Publisher agrees to abide by the terms and conditions of Adify Corporation, as posted and referenced on its website, regarding the Agreement.

1.3. No scripts, images, graphics, links, copy or processes for generating Events (as defined below), other than the Creative may be used by Publisher without first obtaining the prior express written permission of Company. Publisher may not edit or modify the Creative in any way without Company's prior written approval. Publisher understands and agrees that Company is the sole owner of any and all intellectual property rights associated with the Creative. Payments are generated from specified events (each, an "Event") that include, without limitation, clicks, click-throughs, sales, registrations, impressions and leads. The definition of the Event associated with each Program shall be set forth in the applicable Program's specifications. If You accept a Program, You agree to place that

Program's Creative on Your Publisher Websites and/or in Your Publisher E-mails, in accordance with the terms of the Agreement and the accepted Program. Company may change a Program at any time upon prior notice to You, unless otherwise specified in the Program terms. Similarly, Company is responsible for displaying and administering all active Programs and tracking associated Payments owed to You via the Website Data (as defined below). Company shall compile, calculate and electronically deliver data necessary to determine Your billing and compensation. Company's figures and calculations regarding Events, Payments and any compensation due to You shall be final and binding. Any questions regarding the data provided by Company need to be submitted to Company in writing within fourteen (14) days of Your receipt of the applicable Payments and/or invoices. Otherwise, such information will be deemed accurate and accepted by You.

2. License.

2.1. You must obtain formal and authorized approval from Company before You may become a Publisher. The approval process includes, but is not limited to, a written (electronic and/or otherwise) application. Company may reject Your Publisher application and/or terminate Your participation in any Program at any time and for any reason, in Company's sole discretion. You shall, upon Company's request, provide Company with a list of Publisher Websites and Publisher Databases. Only Publisher Websites and Publisher Databases that have been reviewed and approved by Company may be utilized in connection with Your participation in the Programs. Company reserves the right to withhold or refuse approval of any Publisher Websites and/or Publisher Databases for any reason whatsoever, in Company's sole discretion, even where Company has previously approved such Publisher Websites and/or Publisher Databases, as applicable.

2.2. In order to be eligible to become a Publisher, and in order to maintain an active Publisher status, Your Publisher Websites, Publisher Databases and/or Publisher E-mails must meet the following criteria:

2.2.1. Your Publisher Websites must contain distinct and legitimate content, substance and material, not simply a list of links or advertisements. Further, Your Publisher Website(s) must serve a purpose substantially or completely separate and distinct from merely being designed to earn money solely from Company's Advertisers or third party advertisers;

2.2.2. Your Publisher Websites and Publisher E-mails may not incentivize users to click on ads. Incentives include, but are not limited to, awarding users cash, points, prizes, contest entries, etc.;

2.2.3. Spawning process pop-ups and exit pop-ups may not be activated through Your Publisher Websites and/or Publisher E-mails; and

2.2.4. If UK-based Publishers participate in the Networks, You will ensure that UK-based Publishers comply with the IASH Code of Conduct (<http://www.iash.org.uk/code.html>) as such code may be modified from time to time. Without limitation, Company has the right to terminate this Agreement for Publisher's non-compliance with the IASH Code of Conduct and the Mandatory IASH Terms and Conditions, and that such Terms and Conditions. Company reserves the right to suspend or terminate any UK-based Publisher's access to as a result of such UK-based Publisher's breach of the IASH Code of Conduct or the Mandatory IASH Terms and Conditions.

2.3. The content of Your Publisher Websites and Publisher E-mails must not promote, advocate, facilitate, link to or otherwise include any of the following:

2.3.1. Objectionable content including, but not limited to, racial, ethnic, political or hate-mongering;

2.3.2. Financial, investment, money-making opportunities or advice not permitted under foreign, federal, state or other applicable law;

2.3.3. Violence, horror, grotesque or profanity;

2.3.4. Pornographic, obscene, sexually descriptive, sexually explicit or related content;

2.3.5. Material that defames, abuses, is libelous, is slanderous, is tortious or threatens physical harm to others;

2.3.6. Material that displays or links to any photographs, telephone numbers, street addresses, last names, URLs, e-mail addresses, identification numbers (government or private) or any confidential information of any third person;

2.3.7. Material that impersonates any person or entity;

2.3.8. Any indication, inference or implication that any statements You make are endorsed by Company or an Advertiser, without Company's specific prior written consent;

2.3.9. Illegal substances or activities and unapproved substances (e.g., illegal narcotics, how to build a bomb, counterfeiting money, unapproved diet supplements, etc.);

2.3.10. Material that discriminates on the basis of race, ethnicity, gender, age, disability, religion, sexual orientation or otherwise discriminates;

2.3.11. Content which is inappropriate or harmful to children;

2.3.12. Terrorism or terrorist-related activities, sedition or similar activities;

2.3.13. Pirating of software (e.g., warez, hotline);

2.3.14. Hacking or Phreaking;

2.3.15. Any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, infiltrate, take over or limit the functionality of any computer software or hardware or telecommunications equipment;

2.3.16. Any software, product or service that is illegal or that violates the rights of a third party including, but not limited to, spyware, adware, programs designed to send unsolicited advertisements (i.e. "spamware"), services that send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs and programs designed to gain unauthorized access to networks on the Internet;

2.3.17. Any software, product or service that harvests or collects the personal information of Internet users, whether or not for commercial purposes, without the express informed consent of such users;

2.3.18. Any spoofing, redirecting or trafficking from other websites in an effort to gain traffic;

2.3.19. Any content that infringes upon the intellectual property rights of any third party;

2.3.20. Any material that otherwise infringes upon the rights of any third parties including, without limitation, false advertising, unfair competition, invasion of rights of publicity or privacy, violation of any anti-discriminatory law or regulation, or any other right of any person or entity;

2.3.21. Sweepstakes, gambling, contests, lotteries or raffles;

2.3.22. Any material that violates the CAN-SPAM Act of 2003, as amended ("CAN-SPAM"); or

2.3.23. Any illegal activity whatsoever (including any violations of applicable U.S. state or federal law, rule or regulation, UK law, EU directives and regulation, Australian law and/or the laws of any foreign jurisdiction in which You operate).

2.4. Upon approval of Your Publisher application, Company grants to You a non-transferable, non-exclusive, limited license to use the Website, Service, Creative, Offers, Website Data and any data, reports, information and/or analyses arising out of such use that Company makes available to You, as well as the associated applications, data, methods of doing business and/or any elements thereof (collectively, "Company Intellectual Property") subject to the terms and conditions set forth herein. You acknowledge and agree that You do not have, nor will You claim any right, title or interest in, or to, the Company Intellectual Property.

2.4.1. You may only access the Website via web browser, email or in a manner otherwise approved by Company.

2.4.2. No part of the Company Intellectual Property may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Company Intellectual Property or any portion thereof.

2.4.3. Systematic retrieval of material from the Website and/or Service by automated means or any other form of scraping or data extraction in order to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Company is prohibited.

2.4.4. Company reserves any rights not explicitly granted in the Agreement. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Website. You may not take any action that imposes an unreasonable or disproportionately large load on the Service and/or Website infrastructure. Your right to use the Company Intellectual Property is not transferable. Publishers that display Creative on their Publisher Websites shall allow Company to disclose the Publisher Website URLs and Publisher logos in any marketing materials and/or press releases created by Company.

3. Fraud.

3.1. Company actively monitors traffic, Events, Payments and other Program-related activities for fraud. If Company suspects that Your account has been used in a fraudulent manner, Your account will be deactivated effective immediately and with no notice to You pending further investigation.

3.1.1. If You fraudulently add leads, clicks or other Events through the use of fraudulent means of traffic generation (as determined solely by Company), You will forfeit Your entire Payment-related commissions for all Programs, not just those commissions associated with the fraudulent activity, and Your account will be terminated effective immediately. Company reserves sole judgment in determining fraud, and You agree to be bound these determinations.

3.2. You will place, deliver and/or otherwise use Offers and/or Creative only with the intention of delivering valid Events for the benefit of the applicable Advertiser as determined by Company and the applicable Advertiser. You may not, nor knowingly permit any person to, activate Creative or inflate the amount of leads, clicks or other Events through any deceptive or misleading practice, method or technology including, but not limited to, the use of any spyware, device, program, robot, Iframes, hidden frames, redirects, spiders, computer script or other automated,

artificial or fraudulent methods designed to appear like an individual, real live person performing an Event.

3.3. You may not establish or cause to be established any promotion that provides any sweepstakes entries, rewards, points, incentives or other compensation to be earned in connection with generating Events, or otherwise attempt to induce Internet users to click on any of the Creative through use of any other incentives, without obtaining the prior written approval of Company.

3.4. Where Company brings instances of suspected fraud to Publisher's attention, it is the OBLIGATION AND RESPONSIBILITY of Publisher to prove to Company that it has NOT engaged in fraud. Company will hold Publisher's Payment-related payments in 'Pending Status' until Publisher has satisfactorily provided evidence that Publisher has not engaged in fraud.

3.5. During the term of the Agreement, and for a period of twelve (12) months thereafter, Company shall have the right to inspect and audit Publisher's books and records relating to Publisher's use, possession and distribution of the Creative, Offers, Service, Company Intellectual Property and Customer Information (as defined below), as applicable, upon seven (7) days' prior written notice, for the purpose of determining compliance with the Agreement. Company's duly authorized representatives shall have access at all reasonable times to all of Publisher's personnel, accounts and records that may be needed to verify and audit all of the aforementioned issues. If any such audit or inspection discloses material misuse of the Creative, Offers, Service, Company Intellectual Property and/or Customer Information, as applicable, Publisher shall pay for the cost of such audit and Company shall be entitled to: (a) terminate Your Publisher account; and (b) pursue any and all other remedies that Company may have at law or in equity.

4. Use of Downloadable Software

4.1. Downloadable Software may only be utilized by You if its use complies with Company's AUP for Downloadable Software. Downloadable Software must receive approval by Company prior to use.

5. Use of Email for Marketing Purposes

5.1. Email Marketing may only be utilized by You if its use complies with the Company's AUP for Email Marketing.

6. Payment.

6.1. You will be paid net amounts owed on a default schedule of thirty (30) days after the last day of a given calendar month for all the Events collected in that month.

6.2. Every Publisher account must have a unique, valid taxpayer identification number ("TIN") or valid Social Security number associated with it. All payments shall be based on actual figures as defined, accounted for and audited by Company and/or the applicable Advertiser(s). All accounts will be paid in US Dollars. No payment will be issued for an amount of less than Fifty Dollars (\$50.00) via check. Where Your account contains less than Fifty Dollars (\$50.00), You will receive payment when Your account reaches the Fifty Dollar (\$50.00) threshold or when Your relationship with Company ceases, whichever occurs first.

6.3. Company keeps track of Events and associated Payments via various tracking technologies including, but not limited to, the use of website integration tags included in the Creative, or otherwise ("Integration Tags"). In addition, Publishers that display Creative on their Publisher Websites shall allow Company to place a 1x1 tracking pixel on the homepage of each Publisher Website displaying such Creative ("Pixel Tags" and together with the Integration Tags, "Tags"). To ensure payment, You may not attempt in any way to interfere and/or alter the Tags or other data necessary for Company to measure the performance of Creative, calculate Payments and Events and otherwise provide the Service (collectively, "Website Data").

6.3.1. Altering Website Data may jeopardize Your ability to be paid for Events and is grounds for immediate termination of Your Publisher account. Without limiting the generality of the foregoing, if You interfere with Website Data in any way, thereby disrupting or disabling Company's tracking systems, Company has the right to cancel any applicable Payments due for Events generated in connection with such Website Data.

6.3.2. If there is any impairment of the Website Data not caused by You or any of Your Sub-Publishers (as defined below), Company shall calculate Events based upon: (i) Your average monthly Events recorded by Company for the applicable Program, prorated for any shorter or longer period of time, where data is available to calculate a monthly average; or (ii) such amount that Company reasonably determines is due and owing, in its sole discretion.

7. Termination.

7.1. The Agreement shall commence upon Company's formal acceptance of Your Publisher application and remain in effect until terminated as set forth herein. The Agreement may be terminated by You upon three (3)

business days' prior written notice to Company. The Agreement shall terminate immediately upon the dissolution or insolvency of either Party. Company reserves the right, in its sole and absolute discretion, to terminate a Program and/or remove any Creative and/or Offers at any time for any reason. Company also reserves the right to terminate the Agreement, as well as Your access to the Website, Service and/or any other Company Intellectual Property at any time with or without notice to You. Where Company decides, in its sole discretion, to provide You with termination notice, such notice will be sent via e-mail and will be effective immediately. Upon termination all legitimate moneys due to Publisher that are actually collected from the applicable Advertiser, even amounts below the Payment Threshold, will be paid during the next billing cycle. If Publisher commits fraud in connection with the Service and/or any Program, or otherwise violates the Agreement, the Privacy Policy or any of the applicable AUP(s), then such payments otherwise due Publisher shall be revoked, as determined solely by Company. The representations, warranties and obligations contained in Sections 2, 7, 9, 10, 11 and 12.2 hereof shall remain in full force and effect after termination of the Agreement. Other than in the case of Your breach of the Agreement, all payment obligations accruing prior to the date of termination shall survive until fully fulfilled.

8. Representations and Warranties.

8.1. You represent and warrant that:

8.1.1. You will not, nor knowingly permit any person or entity to, use third party trademarks in any way to direct traffic to any Publisher Websites or Advertiser websites including, but not limited to, purchasing keywords from a search engine service provider that include the trademark, service mark and/or brand name, or any derivative of any such trademark, service mark or brand name, of Company, any Advertiser and/or any of their respective affiliates or clients;

8.1.2. Your Publisher Websites and Publisher E-mails are, and shall remain at all times during the term hereof, in compliance with all applicable foreign, federal and state laws and shall not contain or promote, or link to another website that contains, libelous, defamatory, abusive, violent, prejudicial, obscene, sexually explicit or illegal content;

8.1.3. Your Publisher Websites and Publisher E-mails are, and shall remain at all times during the term hereof, in compliance with all applicable Company rules and policies;

8.1.4. Your Publisher Websites and Publisher E-mails are, and shall remain at all times during the term hereof, in compliance with any and all applicable rules and policies set forth by the respective Advertisers in the Programs that You elect to participate in;

8.1.5. You will not send unsolicited bulk e-mail (i.e., SPAM) or otherwise violate any of the provisions of CAN-SPAM;

8.1.6. You will not post any messages to newsgroups, chat rooms, bulletin boards or any other places that mention specific Advertisers or Programs unless You obtain the express prior written permission from Company; and

8.1.7. You are not, nor are You acting on behalf of any person or entity that is, prohibited from engaging in transactions with U.S. citizens, nationals or entities under applicable U.S. law and regulation including, but not limited to, regulations issued by the U.S. Office of Foreign Assets Control ("OFAC"). In addition, You are not, nor are You acting on behalf of any person or entity that is, a Specially Designated National ("SDN"), as OFAC may so designate from time to time. In addition to all other rights and remedies available to Company under this Agreement, and at law and in equity, Your breach of this Section 9.1.7 shall result in immediate termination of Your Publisher account and forfeiture of any and all Payments previously paid and/or owed to You under this Agreement.

8.2. You will be solely responsible for the development, operation and maintenance of the Publisher Websites, Publisher Databases and Publisher E-mails and for any and all materials that appear therein. Such responsibilities include, without limitation: (i) the technical operation of the Publisher Websites, Publisher Databases, Publisher E-mails and all related equipment; (ii) creating and posting content, descriptions and references on or through the Publisher Websites and Publisher E-mails; and (iii) the accuracy and propriety of materials posted on or through the Publisher Websites and Publisher E-mails;

8.3. Your Publisher Websites, Publisher Databases, Publisher E-mails, and any and all information, products and/or services contained therein, or that You can link to or access therein or therethrough, as well as Your associated marketing practices, will at all times fully comply with all applicable foreign, federal and state laws, rules and/or regulations including, but not limited to, the federal Truth-in-Lending Act, the Equal Credit Opportunity Act ("ECOA"), the Fair Debt Collection Practices Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission Act, the Federal Communications Act, the ATSR, COPPA, the Fair Credit and Reporting Act, CAN-SPAM, applicable Federal Trade Commission implementing regulations and any and all foreign, federal and state deceptive trade practices legislation;

8.4. There is no pending or, to the best of Your knowledge, threatened claim, action or proceeding against You;

8.5. Your execution, delivery and performance of the Agreement will not conflict with or violate: (i) any provision of law, rule or regulation to which You are subject; (ii) any order, judgment or decree applicable to You; (iii) any provision of Your corporate by-laws or certificate of incorporation, if applicable; or (iv) any agreement or other instrument applicable to You;

8.6. You own, or have the legal right to use and distribute, all content, copyrighted material, products and services displayed on and/or through Your Publisher Websites and Publisher E-mails;

8.7. You agree to not use deceit when marketing Advertiser's Offers or presenting these Offers to consumers;

8.8. You have the right, power, and authority to enter into the Agreement and grant the rights specified herein;

8.9. You will not attempt in any way to alter, modify, eliminate, conceal or otherwise render inoperable or ineffective the Website Data provided by or obtained from Company that allows Company to measure the performance of Creative, calculate Payments and Events and otherwise provide the Service;

8.10. You will not "frame" or "mirror" any part of the Website, without obtaining our prior express written authorization;

8.11. If instructed to do so by Company and/or if the Agreement terminates, You will immediately remove and discontinue the use of any Creative, Offers and/or Website Data;

8.12. You understand that Company does not represent, warrant, or make any specific or implied promises as to the successful outcome of any Programs;

8.13. You will display the Creative exactly as it is made available to You in connection with the applicable Program and You will not alter in any way any Creative that has been made available to You by and through the Website;

8.14. If fraudulent activities are occurring, unbeknownst to You, through Your Publisher Websites, Publisher Databases and/or Publisher E-mails and You are notified that fraudulent activities may be occurring, if You do not take all necessary action to stop such fraudulent activities from continuing, then You shall be responsible for all associated costs and legal fees resulting from these fraudulent activities; and

8.15. You understand that if any errors or undesirable results occur in connection with recording or calculating Events, Payments and associated payments due to no fault of Company, Company shall not be responsible for any associated losses.

9. Customer Information; Non-Disclosure.

9.1. As between Publisher and Company, all information submitted by end-user customers ("Customer Information") in connection with a Program shall be considered proprietary to and owned exclusively by Company. Such Customer Information shall be considered the confidential information of Company and may not be utilized or otherwise disclosed by You. Without limiting the generality of the foregoing, as well as the confidentiality obligations set forth herein, You agree that You: (i) will not transfer, export, display, forward or otherwise share data contained in the Customer Information to/with any third party; (ii) will not use the data contained in the Customer Information on Your own behalf in any manner not expressly authorized by Company; (iii) will not use the data contained in the Customer Information to create any interactive on-line, CD-ROM, DVD or other derivative product; (iv) will not publicly display the data contained in the Customer Information on the Internet; and (v) will notify Company as soon as You learn of any actual or suspected unauthorized use of or access to the data contained in the Customer Information and provide reasonable assistance to Company in the investigation and prosecution of any such unauthorized use or disclosure.

9.2. In addition, You acknowledge that all non-public information, data, reports and other Company Intellectual Property made available by Company hereunder or otherwise as part of the Service is proprietary to and owned by Company or, where applicable, the Advertiser or third party providing such material. All Company Intellectual Property and other proprietary and confidential information of Company's Advertisers and third party partners is protected by copyright, trademark and other intellectual property laws. You agree not to reproduce, disseminate, sell, distribute or commercially exploit any Company Intellectual Property and other proprietary or confidential information of Company or its Advertisers and third party partners in any manner. These non-disclosure obligations shall survive termination or expiration of the Agreement. Both Parties agree and acknowledge that if Publisher violates its confidentiality obligations under the Agreement, it would result in serious and irreparable damage to Company and that a

remedy at law for any such breach would be inadequate. Therefore, the Parties agree that in the event of a breach or threatened breach of these provisions by Publisher, Company shall be entitled to: (a) injunctive relief without the requirement to post a bond; (b) liquidated damages in the amount of Fifty Thousand Dollars (\$50,000.00); and (c) any other remedies that Company may have at law or in equity.

10.Limitation of Liability; Disclaimer of Warranty.

10.1.IN NO EVENT SHALL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY CUSTOMERS OBTAINED THROUGH YOUR MARKETING EFFORTS) FOR ANY DAMAGES OF ANY KIND ARISING FROM OR RELATED TO YOUR USE OF THE WEBSITE, SERVICE, WEBSITE DATA, OPERATION OF A PROGRAM, ADVERTISERS' UNDERLYING PRODUCTS AND/OR SERVICES OR YOUR DISPLAY OF ANY CREATIVE OR OFFERS ON OR THROUGH YOUR PUBLISHER WEBSITES AND/OR PUBLISHER E-MAILS AND/OR ANY OTHER COMPANY INTELLECTUAL PROPERTY INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM AGGREGATE LIABILITY TO PUBLISHER AND ANY THIRD PARTY UNDER ANY AND ALL CIRCUMSTANCES SHALL BE FIVE HUNDRED DOLLARS (\$500.00). PUBLISHER RECOGNIZES AND ACKNOWLEDGES THAT THIS LIMITATION OF DAMAGES IS FAIR AND REASONABLE.

10.2.THE WEBSITE, SERVICE, CREATIVE, OFFERS, PROGRAMS, WEBSITE DATA, ADVERTISERS' UNDERLYING PRODUCTS AND SERVICES, INFORMATION AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED (INCLUDING, WITHOUT LIMITATION, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). THE WEBSITE, SERVICE, CREATIVE, OFFERS, PROGRAMS, WEBSITE DATA AND/OR ADVERTISERS' UNDERLYING PRODUCTS AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. COMPANY HAS NO LIABILITY, WHATSOEVER, TO PUBLISHER OR ANY THIRD PARTY, FOR PUBLISHER'S USE OF, OR INABILITY TO USE, THE WEBSITE, SERVICE, CREATIVE, OFFERS, PROGRAMS, WEBSITE DATA AND/OR ADVERTISERS' UNDERLYING PRODUCTS OR SERVICES AND COMPANY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, THAT PUBLISHER'S USE OF SAME WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY OF THE PROGRAMS WILL BE AVAILABLE TO PUBLISHER. THE NEGATION OF DAMAGES SET FORTH HEREINABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND PUBLISHER. THE WEBSITE, SERVICE, CREATIVE, OFFERS, PROGRAMS, WEBSITE DATA AND/OR ADVERTISERS' UNDERLYING PRODUCTS AND SERVICES WOULD NOT BE PROVIDED TO PUBLISHER WITHOUT SUCH LIMITATIONS. COMPANY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY RESULTS OBTAINABLE THROUGH THE WEBSITE, SERVICE, CREATIVE, OFFERS, WEBSITE DATA AND/OR PROGRAMS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY PUBLISHER FROM COMPANY THROUGH THE WEBSITE, SERVICE, CREATIVE, OFFERS, WEBSITE DATA AND/OR PROGRAMS SHALL CREATE ANY WARRANTY, REPRESENTATION AND/OR GUARANTEE NOT EXPRESSLY STATED IN THE AGREEMENT.

10.3.THE WEBSITE, SERVICE, CREATIVE, OFFERS, PROGRAMS, WEBSITE DATA ADVERTISERS' UNDERLYING PRODUCTS AND SERVICES, INFORMATION AND CONTENT, AS WELL AS ANY OTHER COMPANY INTELLECTUAL PROPERTY, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED (INCLUDING, WITHOUT LIMITATION, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). THE WEBSITE, SERVICE, CREATIVE, OFFERS, PROGRAMS, WEBSITE DATA AND/OR ADVERTISERS' UNDERLYING PRODUCTS AND SERVICES, AS WELL AS ANY OTHER COMPANY INTELLECTUAL PROPERTY, MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. COMPANY HAS NO LIABILITY, WHATSOEVER, TO PUBLISHER OR ANY THIRD PARTY, FOR PUBLISHER'S USE OF, OR INABILITY TO USE, THE WEBSITE, SERVICE, CREATIVE, OFFERS, PROGRAMS, WEBSITE DATA AND/OR ADVERTISERS' UNDERLYING PRODUCTS OR SERVICES, AS WELL AS ANY OTHER COMPANY INTELLECTUAL PROPERTY, AND COMPANY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, THAT PUBLISHER'S USE OF SAME WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY OF THE PROGRAMS WILL BE AVAILABLE TO PUBLISHER. THE NEGATION OF DAMAGES SET FORTH HEREINABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND PUBLISHER. THE WEBSITE, SERVICE, CREATIVE, OFFERS, PROGRAMS, WEBSITE DATA AND/OR ADVERTISERS' UNDERLYING PRODUCTS AND SERVICES, AS WELL AS ANY OTHER COMPANY INTELLECTUAL PROPERTY, WOULD NOT BE PROVIDED TO PUBLISHER WITHOUT SUCH LIMITATIONS. COMPANY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY RESULTS OBTAINABLE THROUGH THE WEBSITE, SERVICE, CREATIVE, OFFERS, WEBSITE DATA AND/OR PROGRAMS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY PUBLISHER FROM COMPANY, ANY ADVERTISER, OR OTHERWISE THROUGH THE WEBSITE, SERVICE, CREATIVE, OFFERS, WEBSITE DATA AND/OR PROGRAMS, AS WELL AS ANY OTHER COMPANY INTELLECTUAL PROPERTY, SHALL CREATE ANY WARRANTY, REPRESENTATION AND/OR GUARANTEE NOT EXPRESSLY STATED IN THE AGREEMENT.

11. Indemnity.

11.1. You shall indemnify, defend and hold Company, its Advertisers, their parents, affiliates and/or subsidiaries, and each of their respective officers, partners, members, managers, employees, agents and attorneys, harmless from and against any and all claims, allegations, liabilities, costs and expenses (including reasonable attorneys' fees and the cost of indemnifying third parties) arising out of or related to: (i) Your use of the Website, Service, Creative, Website Data or any Offer(s), in any manner whatsoever; (ii) any third party claim related to Your Publisher Websites, Publisher Databases, Publisher E-mails and/or Your marketing practices; (iii) any content, goods or services offered, sold or otherwise made available by You on or through Your Publisher Websites, Publisher E-mails or otherwise; (iv) any claim that Company is obligated to pay any taxes in connection with payment made to You in connection with the Agreement and/or any Program; (v) breach or violation of the Agreement and/or any representation or warranty contained herein; and/or (vi) the acts and/or omissions of any Sub-Publishers. Company shall indemnify, defend and hold You harmless from and against any and all claims, allegations, liabilities, costs and expenses (including reasonable attorneys' fees) by third parties arising out of any actual infringement of intellectual property rights resulting from Your display of the Creative provided in connection with any Program. Without limiting the foregoing, Publisher agrees and acknowledges that it shall be fully responsible for any and all taxes, whether state or local, and related fees, costs and penalties incurred by Company and/or any of its Advertisers pursuant to Chapter 57 of the Laws of 2008 amending the New York State Tax Law.

12. Assignment, Sub-Publishers and Jurisdiction.

12.1. Company may assign the Agreement with or without Your consent. You may not assign the Agreement without the prior written consent of Company, which may be withheld for any reason. The Agreement will be binding on, inure to the benefit of and be enforceable against, the Parties' respective successors and assigns. Publisher may desire to use its business partners and/or associates to fulfill the obligations or exercise the rights under a particular Program. For purposes of the Agreement, each of Publisher's business partners or associates that participate in or perform any activities on behalf of Publisher under the Agreement shall be considered to be a "Sub-Publisher." Company reserves the right to review and approve or reject any and all Sub-Publishers and may revoke a prior approval of any Sub-Publisher at any time and for any reason. Sub-Publishers must meet the same criteria for approval as the Publisher as set forth in the Agreement and must comply with all the terms and conditions that are applicable to Publisher under the Agreement and the applicable Program terms. Publisher is responsible for and shall fully and unconditionally indemnify Company for any and all acts or omissions of any of its Sub-Publishers, including the payment of legal fees and costs if necessary. Further, Company may, at its sole discretion, terminate Publisher at any time based on the acts and/or omissions of Publisher's Sub-Publisher(s). Once express approval of a Sub-Publisher has been granted by Company, notices to Publisher shall be deemed notice to that Publisher's approved Sub-Publisher(s). Company reserves the right to withhold or refuse payment to Publisher in the event that any of its Sub-Publishers breach the Agreement.

12.2. The Agreement shall be construed and governed by the laws of the State of New York, without regard to its conflict of laws principles. The exclusive forums for all disputes and any other legal or equitable proceedings arising under or in connection with the Agreement are the New York state courts and United States federal courts located in New York, New York, and the Parties expressly submit to the jurisdiction of any such court in connection with any such dispute or proceedings. No action, suit, or proceeding in respect of matters arising under the Agreement can be brought more than one year after the termination or expiration of the Agreement. The Parties expressly waive any right to a trial by jury. Company shall be entitled to an award of its reasonable costs and expenses, including attorneys' fees, in any action or proceeding in connection with, arising out of, or under the Agreement. Nothing contained herein shall prevent either Party from seeking injunctive relief. The Agreement shall not be governed by the United Nations Convention on Contracts for the Sale of Goods. To the extent permitted by law, You agree that You will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that You may have against Company, its employees, officers, directors, members, representatives and/or assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove You as a participant in the suit. You agree to pay the attorneys' fees and court costs that Company incurs in seeking such relief.

13. Severability.

13.1. If any provision of the Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of the Agreement, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

14. Force Majeure.

14.1. Neither Party shall be liable to the other by reason of failure or delay in the performance of its obligations hereunder on account of telecommunications, Internet or network failure or interruption, interruption or failure of telecommunication or digital transmission links, results of computer hacking, hostile network attacks, the unavailability,

operation, or inaccessibility of websites or interfaces, network congestion or other failures, Acts of God, fires, storms, war, governmental action, labor conditions, earthquakes, natural disasters or any other cause which is beyond the reasonable control of such Party. Publisher understands and agrees that on occasion that the Service and/or Website may be inaccessible, unavailable or inoperable for any reason including, but not limited to, the following: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company including, but not limited to, the aforementioned force majeure events. Company will attempt to provide the Service on a continuous basis. However, Publisher acknowledges and agrees that Company has no control over the availability of the Service on a continuous or uninterrupted basis. The terms of the Agreement are subject to Company hardware, software, and bandwidth traffic limitations. Company's failure to deliver because of technical difficulties does not represent a failure to meet the obligations of the Agreement.

15. Attorneys' Fees.

15.1. Company shall be entitled to an award of its reasonable costs and expenses, including attorneys' fees, in any action or proceeding arising out of the Agreement.

16. Miscellaneous.

16.1. You agree that any unauthorized and/or unlawful use of the Website, Service, Creative, Offers, Website Data and/or Programs would result in irreparable injury to Company for which monetary damages would be inadequate. In such event, Company shall have the right, in addition to other remedies available to it pursuant to the Agreement, to immediate injunctive relief against You without the need to post a bond. Nothing contained in the Agreement shall be construed to limit any legal remedies available to Company.

16.2. The Agreement, together with the AUPs and Privacy Policy, contains the sole and entire agreement and understanding between the Parties relating to the subject matter hereof, and merges all prior discussions, whether through officers, directors, members, salespersons, employees or consultants.

16.3. Each Party is an independent contractor and not a partner, joint venture or employee of the other. Neither Party shall have the right to bind the other or to incur any obligation on the other's behalf.

16.4. All notices shall be sent to the addresses submitted by You when signing up for the service by certified mail, fax, email or courier.

16.5. Company's failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

16.6. Company reserves the right to change any of the terms and/or conditions of the Agreement at any time, with or without notice to You.

Last updated: December 5, 2008

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function confirmCheck() {var acc = document.getElementById("checkterm");if (!acc.checked) {alert("You must agree with the terms and conditions before signing up.");return false;} else {return true;}}
```

I HAVE READ THE TERMS & CONDITIONS AND AGREE TO ALL

OF THE PROVISIONS CONTAINED ABOVE

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