



Internet Advertising Program - General Terms & Conditions

This Internet Advertising Program – General Terms and Conditions (the “Terms and Conditions”) by and between the advertiser (the “Advertiser”) identified in the Internet Advertising Order and Payment Authorization signed by the parties (the "IO"), and Ai Media Group, LLC ("Ai Media Group"), effective as of the date set forth in the IO, which IO contains Advertiser's particular terms and specifications. These Terms and Conditions are incorporated within, and are an integral part of, the IO. The Terms and Conditions and the IO shall be referred to, collectively, as the “Agreement.”

For good and valuable consideration, the receipt of which is acknowledged, Advertiser and Ai Media Group hereby agree as follows:

1. Definitions

- “AIMG Services” means the advertising, placement, tracking, reporting and other services Ai Media Group provides to Advertiser pursuant to the Agreement
- "Actual Program Start Date" means the actual day that the Advertiser's Program starts with one or more Publishers.
- "Actual Program End Date" means the actual day that Advertiser's Program expires or terminates with all Publishers. Advertiser acknowledges and agrees that Ai Media Group may extend the Actual Program End Date for up to four (4) weeks, and further, that Ai Media Group may terminate the Program, upon notice, and with or without cause, prior to the Program expiration date, at which time the Program shall be terminated. Advertiser agrees that although Advertiser may terminate a Program once launched - subject to the Cancellation & Refund Policy herein - Ai Media Group may be unable to terminate the Program immediately with all Publishers. Advertiser acknowledges and agrees that while Ai Media Group will make reasonable commercial efforts to promptly terminate the Program with Publishers, its ability to terminate a Program may be dependent upon the independent requirements and conditions of one or more of the Publishers.
- "Ad" means one or more advertisements submitted by the Advertiser for use with in connection with the AIMG Services, as modified by Ai Media Group from time-to-time for any reason in order to comply with Publishers' specifications, or for any other reason Ai Media Group determines to be necessary and reasonable for the provision of the AIMG Services. Advertiser agrees that all modifications made by Advertiser, and/or any Ad modification request made by Advertiser to Ai Media



Group once the Program order has been placed to Ai Media Group, may not be processed in the event Publishers have adopted any policy that such modifications are not accepted following the date the related Program becomes active.

- "Advertiser's Products & Services" means the various categories Advertiser chooses to promote, including, website development, optimization services, search engine submission, promotional services, links listings, cost-per-click advertising and tile or banner ads. Advertiser acknowledges that although Ai Media Group will exercise all reasonable commercial efforts to promote the Advertiser's Products & Services at a Publisher, Ai Media Group does not guarantee that all Advertiser's Products & Services will actually be advertised. Advertiser acknowledges that the Advertising of Advertiser's Products & Services may result in the Total Program Expenditure exceeding the amount of the Program Budget.
- "Advertising" means the placing of Ads with one or more Publishers utilizing the AIMG Services pursuant to the Agreement.
- "Advertising Order(s)" means any one or more orders for Advertising placed with one or Publishers by Ai Media Group on behalf of Advertiser pursuant to the Agreement.
- "Click(s)", "Impression(s)" or "Views" means the number of times an Ad has been clicked on or viewed. Advertiser agrees that all statistics pertaining to Impressions and posted on the Ai Media Group web site or sent through e-mail while the Program is active are preliminary and subject to revisions, either by Ai Media Group or by a Publisher providing such statistics to Ai Media Group. Advertiser agrees that, at such time as the Program has expired or is terminated, all statistics pertaining to Impressions and posted on the Ai Media Group web site or sent through e-mail will be treated as final and conclusive, and not subject to review or challenge for any purposes pertaining to this Agreement.
- "Cost Per Impression" means the amount Ai Media Group charges for each Click, Impression or View. Advertiser agrees that the Cost Per Impression includes amounts ultimately paid to both Publisher and Ai Media Group and will vary by Publisher as well as many other variables, including but not limited to: (i) the time of day the Ad is clicked; (ii) the number of other advertisers purchasing advertising with Publisher; and (iii) the nature of Advertiser's Products & Services or other products and services that Advertiser wishes to promote.
- "Destination Page" means the web site that users will visit when they click on one of the Ads. Advertiser agrees that Ai Media Group will direct all



users who click on Ads to a web site owned and operated exclusively by Advertiser, landing pages or microsites approved by the Advertiser. Advertiser hereby permits Ai Media Group during the term of the Program do one or more of the following for users visiting the Advertiser's Web Site/landing pages solely as part of the Program: (i) substitute tracking phone numbers for the Advertiser's web site phone numbers; (ii) substitute tracking email forms for the Advertiser's web site e-mail addresses; (iii) place click tracking code on pages (URLs) spelled by Advertiser. Advertiser agrees that users visiting the Advertiser's web site other than as a result of the Program will not see any of the above substitutions or modifications. Advertiser agrees that in order for Ai Media Group to be able to do so, Ai Media Group or a provider affiliate may provide a proxied version of the Advertiser's web site ("Proxied Site") and that, in order to do so, Advertiser's web site must be operational, functional, and accessible through the Internet. In addition, Advertiser agrees that, in order for Ai Media Group to provide the functionality associated with the Proxied Site, the URL visible above the Proxied Site to users clicking on the Advertiser's Ad will reflect the web site address for the Proxied Site and not that of the Advertiser's web site. Advertiser acknowledges and agrees that Ai Media Group will not be responsible for the operation and functionality of the Advertiser's web site. Advertiser warrants that all content on the Advertiser's existing web site complies with the Advertiser's representations herein and as otherwise required by the terms of this Agreement.

- "Keywords" mean the individual words or word phrases that Ai Media Group may purchase on behalf of Advertiser to run at various Publishers. Advertiser may specify Keywords to be used in the Program. Advertiser agrees that although Ai Media Group will take all commercially reasonable efforts to promote these Keywords at the Publishers, Ai Media Group does not guarantee that all Keywords will be advertised, and the advertising of all Keywords may result in the Total Program Expenditure exceeding the amount of the Program Budget. In addition, Advertiser agrees that the rules for displaying Ads when certain Keywords are entered by a user at any Publisher are controlled exclusively by the Publisher, and therefore, Advertiser acknowledges that Ai Media Group makes no guarantee as to when or where Ads will be displayed when certain Keywords are entered by a user at any Publisher.
- "Order Date" means the earlier of the Target Start Date set forth in the IO, or the date at which the request for Advertising is submitted to Ai Media Group by Advertiser whether or not the Advertising Order is accompanied by actual payment.
- "Program" means the agreement and plan of Advertiser and Ai Media Group for the provision and use of AIMG Services in connection with the



Advertising to be placed by Ai Media Group on the Advertiser's behalf. A Program shall have a budget, start date, and end date, and shall consist of the placement of one or more Ads with one or more Publishers, each of which shall link through to a destination page. Each Program shall be subject to this Agreement and to such additional applicable terms and conditions of Ai Media Group or any Publisher with respect to the particular AIMG Services to be provided as part of the Program, as further described at www.AiMediaGroup.com.

- "Program Budget" means the maximum amount Advertiser has agreed to pay Ai Media Group each calendar month for Advertising in connection with the Program, including any and all expenses associated with any and all advertising, and any and all expenses associated with the provision of the AIMG Services such as technology expertise, ad creation, media placement, keyword research and purchasing, attribution analysis, audience management, data analysis, performance optimization, tracking & reporting services and landing pages and Costs Per Impression, but not including Program Service Fees, which shall be paid by Advertiser in addition to the Program Budget. Advertiser agrees to pay the Program Budget in accordance with the terms of this Agreement including, without limitation, as set forth in the IO. Ai Media Group may update the Program Budget from time- to-time via email.
- "Program Credits" shall mean financial credits issued to the individual Advertiser responsible for initiating the Program as a result of Programs that have ended, where the final actual and unused Program Budget paid by such individual Advertiser for the Program (excluding the Program Service Fee) exceeds the Total Program Expenditure. Program Credits are credits to the individual Advertiser's account and may be applied to future Programs for a period up to one (1) year after the date Program Credits are issued to such individual Advertiser.
- "Program Service Fees" means the monthly amount charged by Ai Media Group for managing Advertiser's Programs, which are to be collected in addition to the Total Program Expenditure, and will be presented to the Advertiser at the time the Advertising Order is placed, provided that Ai Media Group Reserves the right to revise the applicable rate of Program Service Fee in connection with any additional or future Programs at any time upon notice via email.
- "Publishers" means one or more online or offline businesses that accept Advertising Orders from Ai Media Group on behalf of the Advertiser. Advertiser agrees that the selection of Publishers is entirely at Ai Media Group's discretion and may change at any time while the Program is active. The parties acknowledge and agree that Publishers are not employees, agents or subcontractors of Ai Media Group.



- "Target Start Date" means the day the Advertiser has requested that its Program begin. Advertiser acknowledges and agrees that Ai Media Group will need to review all Programs prior to placing a Program with a Publisher, and that Publishers may take several additional days to distribute the Program through its network and to its publications, and accordingly, Ai Media Group will have no liability hereunder or be deemed in breach of this Agreement in the event the Actual Program Start Date is later than the Target Start Date.
- "Target Territories" means those geographic areas in which Advertiser has requested its Ads to be displayed. Advertiser acknowledges and agrees that Ai Media Group is not responsible for the display of Advertiser's Ads, and as such, is not able to guarantee that Advertiser's Ads will be displayed either exclusively or primarily to persons in the Target Territories. Advertiser also agrees that Publishers may use varying methods to determine where visitors in the determination of whether to display an Ad, including, but not limited to: (i) IP targeting based on the location from which users are accessing the Internet; (ii) user registration information at the Publisher sites; (iii) direct geographic search queries made by the user. Accordingly, Advertiser acknowledges and agrees that Ai Media Group will not in any manner be responsible for the accuracy of such methods for determining the geographic location of those persons viewing Ads.
- "Total Program Expenditure" means all amounts charged by Ai Media Group (including as part of the Program Budget) other than Program Service Fees. The Total Program Expenditure includes amounts ultimately paid to both Publisher and Ai Media Group, and does not include any Program Service Fees that may be assessed at the time of the order is placed for one or more Ads.
- "Tracking Information" means tracking by any of the following means: (i) phone number; (ii) e-mail; or (iii) destination page. Advertiser agrees that Ai Media Group may apply various tracking methods throughout a Program for the purpose of aggregating statistical information and completing any of its reporting requirements. Ai Media Group retains the right in connection with the operation of a Program, but not the obligation, to: (i) provide tracking phone numbers that will be displayed to the user in lieu of the Advertiser's phone number and which will forward to the Advertiser's phone number; (ii) substitute Advertiser's e-mail addressees (with e-mail forms) in order to be able to track emails associated with the Program; (iii) require users to provide registration information in order to print an Advertiser's coupon; (iv) deploy click tracking code to track the pages that users may access as a result of the Program. With regard to the tracking phone numbers and tracking e-mail addresses, Advertiser agrees and understands that Ai Media Group is not responsible for the original



phone numbers and e-mail addresses entered by Advertiser and which the tracking phone numbers and tracking e-mails, respectively, will forward to. Furthermore, Advertiser acknowledges that, for a local Advertiser phone number, Ai Media Group will first try to provision a local tracking phone number, but, in the event such a local tracking phone number is not available, Advertiser hereby gives Ai Media Group permission to provision a toll free tracking phone number instead.

2. Provision of AIMG Services to Advertiser. Ai Media Group shall provide AIMG Services to Advertiser, and Advertiser agrees to purchase AIMG Services, as set forth in this Agreement and in any existing or future IO executed by the parties. Each such IO shall be governed by the provisions of this Agreement.
3. Charges and Termination. Fees and expenses for the AIMG Services to be charged to Advertiser by Ai Media Group under the Agreement (including, without limitation, Total Program Expenditure and Costs Per Impression) are subject to change by Ai Media Group or Publisher from time-to-time upon reasonable advance notice to Advertiser. Ai Media Group reserves the right to refuse or cancel any Advertising, with or without cause, at any time.
4. Term of Advertising Agreement. The term of this Agreement will commence upon the Order Date for the specified Program as set forth in an IO, and will terminate on the date of the expiration of the Program, any earlier termination by Ai Media Group, or the date full and final payment of any amount is due in connection with a Program is made to the Ai Media Group, whichever is later.
5. Terms of Payment. Except as expressly set forth in an IO, payment for the Program shall be made at the time the Advertising Order is placed with Ai Media Group. Payment may be made by credit card, by check, or by electronic check. Advertiser represents that it has the binding authority to enter into this Agreement and to use the method of payment used to purchase Advertising, and that Advertiser, and not Ai Media Group, shall be responsible for the full amount of any unauthorized or illegal transactions, in addition to any other applicable fees or penalties. If Ai Media Group elects, in the exercise of its sole discretion, it may agree to accept payment later than the time the Advertising Order is placed. In that event, Ai Media Group shall submit invoices to Advertiser for payment, and each such invoice must be paid within thirty (30) days. In the event that Advertiser objects to any calculation or charge set forth in any invoice, Advertiser must provide, within thirty (30) days after its receipt of such invoice, written notice to Ai Media Group setting forth in comprehensive detail the basis for its objection. The parties will then attempt to resolve the issue within thirty (30) days. Any objection to any calculation or charge shall not affect Advertiser's obligation to timely remit payment of both undisputed and disputed amounts set forth in the subject invoice. In the event that an invoice is not paid when due, Advertiser shall incur and remit a monthly late payment charge equal



to one and one-half percent (1.5%) of the amount of such invoice or the maximum amount permitted by law, whichever is less, until the principal amount of such invoice is remitted in full.

6. Taxes. Advertiser shall be responsible for the payment of any and all taxes including, without limitation, sales, excise and use taxes imposed by any federal, state, city, local or other taxing authority on any amounts charged to Advertiser hereunder or pursuant to any IO, Order or Statement of Work, whenever they may be imposed by such taxing authority. Ai Media Group shall provide an invoice to Advertiser for the payment of such sales and use taxes within ninety (90) days after such taxes are imposed by the taxing authority.
7. Cancellations & Refund Policy. Upon any cancellation, Advertiser will be responsible for the payment of all charges set forth in the IO, except that with respect to any cancellation notice received by Ai Media Group later than ten (10) days prior to the last day of the any month, AIMG Services will continue until the end of the following month and Advertiser will be responsible for the payment of the Total Monthly Charges through the end of the following month. Advertiser understands that this Agreement is non-cancelable by the Advertiser except as expressly provided in the IO, and that in the absence of any default or the early termination by Ai Media Group, all Total Monthly Charges or other fees or amounts remitted to Ai Media Group shall be non-refundable.
8. **Negation of Representations and Warranties. Ai Media Group (including its affiliates and each of their managers, members, officers, shareholders, directors, employees and agents) makes no representation, warranty (including, without limitation, the warranty of merchantability, accuracy of content, fitness for a particular purpose, system integration, marketability, profitability, suitability and/or any type arising from the course of performance or dealing, or usage of trade) or guaranty of any kind whatsoever, express or implied, including, without limitation, with respect to the amount or level of sales, purchases, clicks, sales leads or other performance that Advertiser will experience from the Program. Any estimates provided by Ai Media Group to Advertiser are not intended to create any binding obligation or to be relied upon by Advertiser. Advertiser acknowledges that no Ai Media Group personnel are authorized to represent, deliver or warrant any estimate that Advertiser should rely upon in selecting any Program, and further acknowledges that Advertiser is not relying upon any such estimate or any other representation, warranty or guaranty from any of Ai Media Group's employees or representatives, any Publisher or any other party whatsoever with respect to the Program including, without limitation, any representation concerning the amount of fees and expenses charged by AIMG.**
9. Advertising Content, Information and Revisions. Advertiser will provide Ai Media Group with true, accurate and current information for all Ads to be placed with



Publishers in accordance with the Program or the AIMG Services generally, including with respect to the description of Advertiser's Products and Services. Advertiser represents and warrants that Advertiser possesses all legal right and/or authority to use any of the content, information, names, trademarks or search terms provided for inclusion in any Ads placed in connection with the Program. Advertiser will provide all materials for the Advertising in accordance with Ai Media Group's and each Publisher's stated advertising policies as amended from time to time, including, without limitation, the manner of transmission and the requisite lead-time prior to publication for any Ad. Advertiser acknowledges and agrees that Ai Media Group retains the right, but not the obligation, to make revisions, alterations or modifications to any Ads prior to delivery of such Ads to a Publisher, and further acknowledges and agrees that at such time as Ads are delivered to a Publisher, Advertiser may be limited in its ability to make further revisions, alterations or modifications to said Ads. Advertiser hereby grants to Ai Media Group the non-exclusive, worldwide, fully paid license to use, perform, reproduce, display, transmit and distribute the Ads in accordance with the terms of this Agreement, and which license shall extend to any derivative works based upon any such Ads created by Ai Media Group hereunder.

10. Selection of Publishers. Ai Media Group retains the right to exclusively determine, in its reasonable judgment, a Publisher based upon the nature and scope of the Program which Publishers to utilize in connection with a Program or particular Ads to be placed in accordance with such Program. Advertiser acknowledges that Ai Media Group may not produce, operate or transmit the sites or services on which Ads may appear and that Ai Media Group may act primarily as a sales representatives or resellers of advertising inventory or listing services for the operators of such Internet sites or services. Advertiser agrees that it shall not correspond or otherwise deal directly with Publishers in connection with the performance of this Agreement or any information relating thereto.
11. Publisher Positioning. Except as otherwise expressly provided in this Agreement, Advertiser acknowledges and agrees that the positioning of Ads on a Publisher's site is at the sole discretion of Publisher, and will not be within the control or discretion of either Ai Media Group or Advertiser.
12. Confirmation of Advertising. Advertiser acknowledges and agrees that Ai Media Group may not be able to, and in any case shall have no obligation to, establish or demonstrate, either to Advertiser or to any third party, the existence of Advertiser's Ads in the any Publisher's web site or any other directory, or to provide any samples of such Ads.
13. Binding Nature of Reports. Unless specified otherwise in this Agreement, Ai Media Group makes no representation, warranty or guaranty in connection with the number or frequency of Impressions or Cost Per Impression statistics, summaries or reports for any Ads, and Advertiser acknowledges and agrees that to the extent such statistics, summaries or reports are provided by Ai Media Group during the



course of the Program, or otherwise in connection with the provision of the AIMG Services hereunder, such statistics, summaries or reports shall be conclusive and binding upon Advertiser and all other parties for all purposes relating to this Agreement and shall in no event be subject to review or challenge for any reason, either as to form or content, whether by Advertiser or by any third party.

14. **Renewal.** Except as expressly set forth in this Agreement, the renewal of any Program shall be subject to acceptance by Advertiser of the then current forms of Ai Media Group's Terms and Conditions and IO.
15. **Restrictions upon Transfer of Rights.** Advertiser acknowledges and agrees that Advertiser may not resell, assign or otherwise transfer by any means whatsoever, either directly or indirectly, any of its rights under this Agreement without the express written consent of Ai Media Group which may be granted or withheld in Ai Media Group's sole discretion, and that any attempt by Advertiser to resell, assign or otherwise transfer Advertiser's rights hereunder in the absence of such consent, shall be null and void, and, at the election of Ai Media Group, may result in the immediate termination of this Agreement, without liability or penalty to Ai Media Group and without right to any payment, other remuneration, or any other recourse.
16. **Rejection of Ads and Content.** Advertiser acknowledges and agrees that all content submitted by Advertiser with respect Advertiser's Ads are subject to Ai Media Group's approval, which approval may be based upon then current policies of Ai Media Group or any Publisher, and which shall, in any event, be granted or withheld in Ai Media Group's sole discretion. Ai Media Group retains the right to reject or cancel any Ad, Agreement, URL link, or Publisher position commitment, at any time and for any reason whatsoever. Ai Media Group's action, inaction, approval or rejection with respect to any Advertiser's Ads shall not, however, be deemed under any circumstances whatsoever, to constitute any endorsement, warranty or other verification of any Ad which is accepted by Ai Media Group in connection with the Program, and shall in no event be deemed to constitute any warranty of Ai Media Group that such Ad, once accepted, will be approved for continuation at any or all times thereafter. Advertiser acknowledges and agrees that Ai Media Group shall have no obligation hereunder for any purpose whatsoever to inspect Ads or to reject any Ad that it elects to inspect, without regard to the nature of such Ad or the content or other information provided by Advertiser with respect to such Ad.
17. **Advertiser Representations and Indemnification Obligations.** Advertiser represents and warrants to Ai Media Group that Advertiser has the full and complete legal authority to permit the use of the Advertising and the content and information relating to any Ads for any and all purposes contemplated by this Agreement, including, without limitation, the operation of the Program generally, and that the use, reproduction, distribution, transmission or display of (i) the Ads, (ii) any data regarding users, (iii) any material to which any person is able to link, or (iv) any



Advertiser's Products or Services (or other product or services) made available to such persons, through such person's access to the Ads, will not (a) violate any applicable laws (criminal or civil) or any rights of any third parties or (b) contain any material that is unlawful, infringes on a third party's proprietary or intellectual property rights, or is otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a violation of any applicable law (criminal or civil). Advertiser hereby indemnifies, defends and holds Ai Media Group, and their respective subsidiaries, affiliates, managers, members, officers, agents, corroborators or other partners, and employees (collectively, the "Ai Media Group Indemnified Parties"), harmless from and against any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses, arising out of or relating to (i) any breach of any of Advertiser's representations, warranties or covenants made or contained herein, (ii) any intentional or willful conduct or negligence of any employee, agent or subcontractor of Advertiser; (iii) Advertiser's use of the AIMG Services. (iv) the failure by Advertiser to pay any income, sales, use or other taxes imposed on it (directly or through Ai Media Group) by any taxing authority; and (v) any claim instituted by any third party which arises out of, or in connection with, the use of or access to the Ads or any material to which users may link or otherwise obtain access, or any products or services made available to users, through the Ads or to which the Ads relate including, without limitation, claims of intellectual property infringement, unfair competition, fraud or misrepresentation. The Ai Media Group Indemnified Parties shall have no liability for the infringement of any proprietary or intellectual property rights of another in connection with the Ads. Advertiser also hereby indemnifies and holds the Ai Media Group Indemnified Parties harmless from and against any claim or demand, including reasonable attorneys' fees and expenses, instituted by any third party and arising out of the content or information submitted by Advertiser or otherwise contained in any Ad or description of Advertiser's Products or Services, or which is posted, transmitted or made available as part of the Program, or Advertiser's use of AIMG Services to be provided hereunder, or Advertiser's breach of this Agreement, or its violation of any rights of any third party in any manner associated with the Program or the AIMG Services to be provided hereunder.

18. Confidentially Obligations. For the purposes of this Agreement, "Confidential Information" shall mean (i) Ads, prior to publication, (ii) the contents of this Agreement, (iii) any Ai Media Group statistics, summaries or reports, financial information, spending information, and related operations information, including, without limitation, all network accounts and AdWords files, content and data, all of which shall be deemed to constitute the exclusive proprietary information of Ai Media Group – Advertiser shall have no right to request, obtain or receive access to this information, (iv) the business terms, communications and related information concerning Ai Media Group's relationship with Publishers – Advertiser shall also have no right to request, obtain or receive access to this information, and/or (v) any information designated in writing, or identified orally at time of disclosure, by the disclosing party as "confidential" or



"proprietary." During the term of this Agreement, and for a period of two (2) years following any expiration or termination of this Agreement, neither party will use or disclose any Confidential Information of the other party except as expressly authorized by the disclosing party or otherwise as specifically contemplated herein. The foregoing restrictions shall not apply to any information that: (i) have been independently developed by the receiving party without access to the other party's Confidential Information; (ii) has become publicly known through no breach of this Section 18 by the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure; (iv) has been approved for release in writing by the disclosing party; or (v) is required to be disclosed by any judicial or quasi-judicial or other governmental authority having adequate jurisdiction to compel such disclosure.

19. **Publicity.** Ai Media Group shall be permitted to identify Advertiser as an Ai Media Group customer and may use Advertiser's name in connection with Ai Media Group's marketing materials. Subject to the prior approval of Advertiser, Ai Media Group may elect to issue a joint press release announcing the Advertiser's marketing partnership with Ai Media Group, which approval Advertiser agrees not to unreasonably withhold or delay.

20. **Termination, Surviving Provisions and Return of Information.** Ai Media Group may immediately terminate the Program, with or without cause, upon notice to Advertiser. Termination of the Program may result in (a) the disqualification, and future unavailability to Advertiser, of any AIMG Services, (b) the deletion of Advertiser's password and all related information, files and content associated with Advertiser's account, and/or (c) the restriction of Advertiser or any other user from any continuing use of AIMG Services. Except as expressly provided in this Agreement, Ai Media Group shall not be liable to Advertiser or any third-party for any termination of Advertiser's Program or any restricted access to AIMG Services. All limits of liability, indemnity obligations, and confidentiality obligations set forth in this Agreement, as well as any provisions herein that state that they survive the expiration or termination of this Agreement, will survive the expiration or termination of this Agreement. In addition, and without limiting the generality of the foregoing, upon expiration or termination, Advertiser shall remain liable for any amount due to Ai Media Group under this Agreement for Advertising actually delivered by Ai Media Group as part of the Program. At the request of any disclosing party, the receiving party shall promptly return any and all of the disclosing party's Confidential Information to the disclosing party.

21. LIMITATION OF LIABILITY. ADVERTISER HEREBY ACKNOWLEDGES AND AGREES THAT AI MEDIA GROUP (AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, MANAGERS, MEMBERS, OFFICERS, AGENTS, CORROBORATORS OR OTHER PARTNERS, AND EMPLOYEES) SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WITH RESPECT TO ANY MATTER RELATING TO THIS



AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (WITHOUT REGARD TO WHETHER AI MEDIA GROUP HAS THEN BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), REGARDLESS OF THE CAUSE OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AI MEDIA GROUP (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, MANAGERS, MEMBERS, OFFICERS, AGENTS, CORROBORATORS OR OTHER PARTNERS, AND EMPLOYEES) SHALL HAVE NO LIABILITY FOR ANY DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE AIMG SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE AIMG SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF ADVERTISER'S TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY IN CONNECTION WITH THE PROGRAM; OR (v) ANY OTHER MATTER RELATING TO THE AIMG SERVICES COMPRISING THE PROGRAM OR THIS AGREEMENT. IN NO EVENT SHALL AI MEDIA GROUP'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH ANY PROGRAM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT ACTUALLY RECEIVED BY AI MEDIA GROUP FROM ADVERTISER FOR SUCH PROGRAM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE FIRST ALLEGED CLAIM AGAINST AIMG ACCRUED.

In the event that Ai Media Group fails to publish an Ad in accordance with this Agreement, or in the event Ai Media Group fails to spend, on behalf of the Advertiser, the full Program Budget by the Actual Program End Date, or in the event of any other failure, technical or otherwise of such Advertising, the sole liability of Ai Media Group or any Provider Affiliate and the exclusive remedy of Advertiser shall be limited to the issuance of a Program Credit pursuant to the IO. In no event shall Ai Media Group be liable for any act or omission, or any event directly or indirectly resulting from any act or omission, of any third party. Without limiting the foregoing, Ai Media Group shall not have any liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown or any other condition affecting production or delivery in any manner beyond the control of Ai Media Group. Advertiser acknowledges that Ai Media Group has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain



between the parties. Ai Media Group may provide Advertiser with a web site ("Destination Page") as part of the AIMG Services. While Ai Media Group will undertake reasonable measures to ensure that the Destination Page is generally accessible through the Internet, Ai Media Group does not warrant that Destination Pages will be able to be accessed by any user (i) through all Internet browsers or (ii) through every device that can access the Internet. In addition, Ai Media Group does not warrant that the Destination Page will be accessible 24 hours a day and 7 days a week, whether or not Ai Media Group is hosting the Destination Page on its own servers or contracting with another business entity to provide the hosting services for the Destination Page. Ai Media Group shall have no liability in connection with any failure of availability or usability of any Destination Page or other any Internet site.

22. Data Processing, Personal Data and Data Privacy.

22.1 Additional Definitions. For the purposes of this Agreement: (i) the terms "data processor", "data controller", "processing" "appropriate technical and organizational measures" and "personal data" shall each have the meaning ascribed to it in the Data Protection Legislation; (ii) "Data" shall mean any personal data collected by Ai Media Group relating to the AIMG Services to be provided by Ai Media Group to the Advertiser; (iii) "Data Protection Legislation" shall mean Directive 95/46/EC of the European Parliament, any successor legislation and any applicable legislation and/or binding regulations by which it is implemented; and (iv) "Data Subject" means an individual (including, without limitation, an end user by whom an Ad is viewed and an employee, consultant or other personnel member of Advertiser) who is the subject of the Data.

22.2 Roles of the Parties. With respect to the Parties' rights and obligations under this Agreement relating to the processing, collection or storage of the Data, the Parties acknowledge and agree that the Advertiser is the data controller and that Ai Media Group is the data processor.

22.3 Ai Media Group's Data Processing Obligations. Ai Media Group shall: (i) act only on instructions from the Advertiser in relation to the processing the Data;(ii) implement appropriate technical and organizational measures to protect the Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, which measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction or damage to the Data and having regard to the nature of the Data which is to be protected; and (iii) comply with its obligations as a data processor of the Data under the Data Protection Legislation.

22.4 Advertiser's Data Privacy Warranties and Undertakings. Advertiser warrants, represents and undertakes that it has complied, and shall comply, with its



obligations as a data controller of the Data under the Data Protection Legislation and the processing and storage of Data by Ai Media Group envisaged by Ai Media Group's performance of the AIMG Services pursuant to this Agreement.

- 22.5 Subprocessors. Ai Media Group may authorize a third party ("subprocessor") to process the Data: (i) provided any such subcontracting shall only be by way of written agreement and on terms which impose substantially the same obligations on the subprocessor as are imposed on Ai Media Group under this Section 22; and (ii) provided that the subprocessor's contract terminates automatically on termination or expiry of this Agreement for any reason.
- 22.6 Data Privacy Indemnity. Advertiser agrees to indemnify and keep indemnified, hold harmless and defend at its own expense Ai Media Group against all costs, claims, damages or expenses incurred by Ai Media Group or for which Ai Media Group may become liable due to: (i) any failure by Advertiser, its employees, or its agents to comply with any of its obligations under Section 22.4; and (ii) any claim brought by a Data Subject against Ai Media Group arising from any action or omission by Ai Media Group, to the extent that such action or omission resulted directly from the Advertiser's instructions.
23. Waiver and Severability of Terms. The failure of Ai Media Group to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision to the extent possible under applicable law, and the other provisions of this Agreement shall remain in full force and effect.
24. Transferability. In addition to the restrictions set forth in Section 15, Advertiser shall not assign, delegate or otherwise transfer this Agreement or any of its rights, obligations or duties of performance hereunder, and any purported assignment, delegation or other transfer in violation of this Section 24 shall be null and void. Ai Media Group may assign, delegate or otherwise transfer any of its rights, obligations or duties of performance hereunder upon notice to Advertiser in connection with any assignment, license or other transfer of any Ai Media Group's equity or assets.
25. Statute of Limitations. Advertiser agrees that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Program, the use of the AIMG Services or this Agreement, must be filed within one (1) year after such claim or cause of action arose or be forever barred; provided that this Section 25 shall not in any way limit the time in which claims for infringement or misappropriation of intellectual property rights may be brought.
26. Headings. The section titles in this Agreement are for convenience only and



have no legal or contractual effect.

27. **Limitations on Liability.** Advertiser acknowledges and agrees that the provisions of this Agreement that limit liability, disclaim warranties, or exclude consequential damages or other damages or remedies are essential terms of this Agreement that are fundamental to the parties' understanding regarding allocation of risk. Accordingly, such provisions shall be severable and independent of any other provisions of this Agreement and shall be enforced regardless of any breach hereof or other occurrence or condition relating in any way to this Agreement or the AIMG Services. Without limiting the generality of the foregoing, Advertiser agrees that all limitations of liability, disclaimers of warranties, and exclusions of consequential damages or other damages or remedies shall remain fully valid, effective and enforceable in accordance with their respective terms, even under circumstances that cause any exclusive remedy under this Agreement to fail of its essential purpose.
28. **Notices.** Any notice required to be given under this Agreement must be given in writing by personal delivery or by registered or certified mail, return receipt requested, or by an overnight courier service of national reputation, and will be effective on receipt when delivered to the party at the address stated herein or to such other address as such party may designate by written notice in accordance with the provisions herein.
29. **Review.** Advertiser acknowledges that Advertiser has read this Agreement, understands it and agrees to be bound by its terms and conditions. In the event any agent or representative of Advertiser executes this Agreement on behalf of the Advertiser, the agent or representative represents that he/she has full authority to enter this Agreement on behalf of Advertiser.
30. **Governing Law and Venue.** This Agreement, and any and all claims arising out of or relating to this Agreement, its validity, interpretation and performance (whether in contract, tort or otherwise), shall be governed and construed under the laws of the State of New York, with respect to agreements made and to be fully performed within said State, without regard to principles of conflict of laws. In the event of a default hereunder, Ai Media Group shall be authorized to seek and enter judgment against Advertiser in any court of competent jurisdiction, and the parties agree that the federal and state courts located in the State of New York, City of New York, and Borough of Manhattan, shall be the appropriate jurisdiction for the resolution of any and all disputes between or among the parties arising out of or relating to this Agreement, its validity, interpretation and performance (whether in contract, tort or otherwise) , without regard to the principles of personal jurisdiction, minimum contacts, *forum non conveniens* or venue.
31. **Advertiser's Customers.** In the event that Advertiser is conducting or shall conduct Advertising on behalf of its customers or other third-parties, Advertiser



agrees to enter into a written agreement with each such existing and prospective customer or third-party (a "Customer") binding such parties to terms that are substantially similar to and no less protective of Ai Media Group than the terms set forth in the Agreement and that Ai Media Group shall be identified as an intended third-party beneficiary in all such agreements.

32. Callers. Advertiser understands that when a person (the "Caller") calls an Ai Media Group number that the Caller will be automatically advised that each call is subject to recording and monitoring prior to the connection of the telephone call to the Advertiser through the Ai Media Group number (the "Recorded Call Message").
33. Call Monitoring Obligations. Advertiser represents warrants and agrees that in connection with its use of the AIMG Services, that Advertiser has reviewed the legality of recording, monitoring, and storing, and divulging telephone calls, that Advertiser is permitted to engage in those activities, and that Advertiser shall use the Ai Media Group service in full compliance with all applicable laws and regulations. Advertiser represents and warrants that it has reviewed the proposed usage of the Ai Media Group system with its legal counsel, and that Advertiser has established proper procedures to protect the privacy of, and otherwise comply with all applicable laws with respect to, Callers and the Call Receivers (defined below). In the event the Recorded Call Message requires a revision in order to comply with applicable law, then Advertiser shall promptly notify each customer in writing of that fact advising the exact language that Advertiser requires to comply with the applicable laws. Advertiser must notify Ai Media Group in the event the Advertiser is required to notify its customers. Advertiser agrees and acknowledges that Ai Media Group accepts no responsibility for, and shall have no liability with respect to: (1) the legality of recording, monitoring, storing and/or divulging telephone calls and (2) the legality of the language used in the Recorded Call Message.
34. Call Receivers. Advertiser agrees and acknowledges that applicable laws and regulations may require that Advertiser provide notice to and/or receive express written consent and permission from all agents (including employees), independent contractors, and/or other persons who receive telephone calls recorded as part of the AIMG Services (the "Call Receivers"). Advertiser agrees, acknowledges, represents and warrants that it will provide and/or obtain all notices, consents, and permission relating to Call Receivers, as required by applicable laws and regulations.