

Alcance Media Group[®]

Ad Network Terms and Conditions

This Publisher Terms and Conditions Agreement (hereinafter the "Agreement") shall govern participation in the Alcance Media Group online advertising network (the "Network"). By participating in the Network, you are agreeing to be bound by these Terms and Conditions. The term "Publisher" shall refer to any individual or entity who accepts the Terms and Conditions of this Agreement. Upon approval, Alcance Media Group will provide to the Publisher advertising HTML codes ("Ad Codes") to allow the Publisher to serve advertisements on its approved websites.

1. **Relationship.** These Terms and Conditions:
 1. shall continue until terminated by either party for any reason upon ten (10) days prior written notice to the other party. Start and finish dates must be adhered to in all instances. Alcance Media Group will not be responsible, nor be obliged to pay for runs before the "start date" & after the "end date".
 2. set forth the entire agreement between the parties and supersedes prior proposals, agreements and representations between the parties, whether written or oral, regarding the subject matter contained herein
2. **Publisher Obligations.** As a Publisher, You agree not to:
 1. engage in any form of fraudulent traffic generating methods including: robots, spiders, auto-spawning browsers, auto reloading, meta refreshes or any other form of fraudulent and artificial traffic;
 2. receive traffic from websites that contain materials that are deemed offensive or illegal in nature. This includes but is not limited to, websites promoting gambling, mp3, warez, EMU, ROM or pornographic materials;
 3. change or alter the Ad Codes provided by Alcance Media Group in any way;
 4. place Ad Codes on pages of the following nature: blank pages with no content, pages that only contain advertisements. Furthermore, the Publisher agrees not to place Ad Codes on pages that are password protected;
 5. place Ad Codes on any root domain not specifically approved for membership within the Network;
 - (f) place Ad Codes on any webpages that launch more than one pop up or pop under window.

If Publisher Obligations as outlined above are not upheld, any such actions will lead to account termination and all funds generated from said actions will be forfeited.

3. **Alcance Media Group Network Policies.** As a Publisher, You acknowledge that:
 1. your account will be monitored continuously by both the **Alcance Media Group** traffic department. In the event **Alcance Media Grou** deems a Publisher's account to be

outside the acceptable bounds for traffic quality, **Alcance Media Group** will terminate the account. In the event traffic quality drops below the acceptable average for only a specific website within a Publisher's account, **Alcance Media Group** will request that the Publisher remove the website from their account. Failure to do so will result in termination of the Publisher's membership;

2. membership in the **Alcance Media Group** online advertising network is subject to prior approval by Alcance Media Group. Alcance Media Group reserves the right to refuse service to any new or existing Publisher, at its sole discretion, with or without cause. Approval of membership in the Alcance Media Group online advertising network is limited only to the specific root domain for which the Publisher has applied for approval.
 3. Alcance Media Group provides free default redirects or default campaigns in the event that Alcance Media Group is unable to fill 100% of a Publisher's available inventory with paid advertising. Under no circumstances does **Alcance Media Group** guarantee to fill any percentage of a website's inventory with paid advertising. In the event that a Publisher chooses not to specify a default, Alcance Media Group will display 'house' ads and/or 'AdCouncil' Public Service Announcements (PSAs) when paid advertising is unavailable. These 'house' and 'AdCouncil' ads are not paid advertising and may also be displayed on Publishers' websites when technical difficulties require it;
 4. Alcance Media Group is the sole owner of all website, campaign, and aggregate user data collected by the Alcance Media Group network. Advertisers have access only to website and aggregate user data that is collected as part of their campaign(s). Publishers have access only to campaign and aggregate user data that is collected through the use of their inventory.
4. **Payment.**
1. Alcance Media Group shall have the sole responsibility for calculation and reporting of all statistics, including impressions, leads, sales, clicks, earnings reports, and referral earnings. Alcance Media Group will post reports of all traffic resulting from the Publisher's Ad Codes on Alcance Media Group's website for the Publisher to access;
 2. **Alcance Media Group** will pay the Publisher 50% of the net advertising revenue received by Alcance Media Group for advertising placed on the Publisher's website. "Net Advertising Revenue" shall be defined as gross revenues, less agency fees, charge backs, bad debt, refunds and other such offsets. Alcance Media Group will retain 50% of the revenue for its services. Alcance Media Group will pay the Publisher only for months in which earned revenue exceeds \$25.00 for the month. Revenue which is not paid to the Publisher in any month will be credited to the account of the Publisher and paid later, when accrued revenue exceeds \$25.00.
 3. Both Alcance Media Group. and Publisher understand and agree that payment will be made by Alcance Media Group within thirty (30) days from the end of the month, for all amounts due to the Publisher for which Alcance Media Group has received payment from advertisers..
5. **Termination.** Alcance Media Group reserves the right to:

1. terminate any Publisher's account that has been inactive or idle for a period longer than one month. Notice via email of one week will be provided to the Publisher in the event their account is inactive or idle;
2. terminate any Publisher's relationship with the Network at any time, with or without cause. Termination notice may be provided via email or any other public means and will be effective immediately. Upon receipt of such termination notice, the Publisher agrees to immediately remove the Alcance Media Group Ad Codes from their website(s). The Publisher will be paid, in the next scheduled payment cycle, all legitimate earnings due up to the time of termination. Upon termination, and in the event that blatant fraudulent activities have been documented in the Alcance Media Group server logs, all ties to referrals will be permanently severed and the Publisher will not receive future referral commissions. .

6. Intellectual Property.

1. The Publisher shall not have, nor will it claim, any right, title or interest in any advertising content delivered by Alcance Media Group (other than the Publisher's own advertising content). The Publisher is granted no license to Alcance Media Group advertising content, the name "Alcance Media Group" or any derivative thereof, or any other trademarks, logos, copyrights, patents, trade secrets or other intellectual property rights which are owned or controlled by Alcance Media Group and made available to the Publisher in any manner.

7. Publicity.

1. Alcance Media Group shall have the right to reference and refer to its work for, and relationship with, the Publisher for marketing and promotional purposes. No press releases or general public announcements shall be made without the mutual consent of Alcance Media Group and the Publisher.

8. Relationship of Parties.

1. Alcance Media Group and the Publisher are independent contractors. Neither party is an agent or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on the behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. These Terms and Conditions shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

9. Assignment.

1. The Publisher may not assign this Agreement, in whole or in part, without written consent from Alcance Media Group. Any attempt to assign this Agreement without such consent will be null and void.

10. Force Majeure.

1. Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, riots,

insurrection, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

11. Servability / Waiver.

1. The waiver by either party of a breach or right under these Terms and Conditions will not constitute a waiver of any other or subsequent breach or right. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will remain in full force and effect.

12. Limitation of Liability.

1. In no event shall either party be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of data, loss of use, or loss of profits arising thereunder or from the provision of services;
2. Alcance Media Group will not be subject to any liability whatsoever for:
 1. any failure to provide reference or access to all or any part of the website due to systems failures or other technological failures of Alcance Media Group or of the Internet;
 2. delays in delivery and/or non-delivery of advertisements, including, without limitation, difficulties with a client, difficulties with a third-party server, or electronic malfunction; and
 3. errors and omissions of any kind.

13. Warranties.

1. Alcance Media Group does not make and hereby expressly disclaims all warranties, express or implied, with respect to any matter whatsoever, including, without limitation, the performance of any software programs incidental to services rendered by Alcance Media Group, services provided thereunder, or any output or results thereof. Alcance Media Group specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.

14. Governing Law.

1. The validity of this agreement and each of its terms and provisions, as well as the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the law of the State of California, without giving effect to principles of conflicts of law. Any legal action, court proceeding, or arbitration, to construe or enforce this agreement or otherwise to resolve any dispute between the parties based on this agreement, shall be commenced and maintained in an appropriate court or other forum in the State of California.