

TERMS & CONDITIONS

ADVIDI

(version October 2016)

The following Terms and Conditions (hereinafter: T&Cs) are made and entered into by and between Bang Media Group B.V., a company with limited liability (hereinafter: "Advidi"), incorporated under Dutch law, acting under the trade name Advidi, having its registered place of business at Watertorenplein 8 (1051 PA) Amsterdam, the Netherlands, registered under number 34368707 at the Dutch Chamber of Commerce (KvK); and the party (Affiliate/Advertiser/Client) using or purchasing the Services from Advidi (hereinafter: "Client").

By enrolling as a Client, the client and its agents, representatives, employees and any other person acting on its behalf with respect of the use of the service shall be bound by – and agrees to be bound by – these Advidi T&Cs. The applicability of terms and conditions presented by Client are hereby explicitly rejected.

1. Definitions

The Definitions used in these Advidi T&Cs or any other Agreement shall have the meaning as defined in Annex A.

2. The Advidi Service

2.1 From the Effective Date, Client agrees to accept and pay for, and Advidi agrees to provide, the Service. However, the Service shall only be rendered if and when the Client is accepted by Advidi. Advidi may deny acceptance of any Client for any reason and is not obligated to inform the Client of the reason of rejection.

2.2 In order to perform the Service, Advidi is allowed by Client to, without limitation:

- a) use the Provided URL in order to create the Tracking Code;
- b) generate derivative URLs for Publishers (in order to, without limitation, target the Country) (the "Derivative URL");
- c) deploy/utilize the Tracking Code for further use of internal real-time statistics for accurate and real-time reconciliation with the Client and Publisher.

Client hereby allows Advidi and Publisher to place (links with) the Derivative URL on their Medium.

2.3 Client agrees that he will not alter the Tracking Code or remove or alter the location of the Tracking Code. If Client alters, removes, disables or moves the Tracking Code, Client will be obligated to pay Advidi for all estimated Conversions generated during this period, based upon the historical earnings/conversions. Client agrees that Client will place the Tracking Code on a Landing Page and that this Landing Page does not contain the Tracking Code or tracking method of a third Party.

2.4 The Client is responsible for placing and maintaining the Tracking Codes on the proper Landing Pages as per the instructions of Advidi. In the event that somehow Client does not place the Tracking Codes adequately, Advidi is entitled to suspend the Service immediately. This will not discharge the Client of the obligation to pay outstanding invoices to Advidi before, during and after the suspended period and invoices relating (partially) to the historical earnings/conversions as described in article 2.3.

2.5 Advidi has the right to suspend the Service; for example, in the event that one of the following situations occurs and for at least the duration of this situation and the duration of its resultant effects:

- a) The Provided URL is not properly provided to Advidi. Client shall make sure that the Provided URL is correct and shall remain valid for the time period relevant to the Campaign and inclusive of an additional period of 1 (one) month from termination of the Insertion Order.
- b) The Client's company name, VAT number, address and contact persons are not filled out properly in an Agreement.
- c) The Agreement is not filled out properly and/or the Agreement is not signed by an authorized person.
- d) The Client has not fulfilled its payment obligations, including without limitation the obligation to make a prepayment.

2.6 Advidi undertakes to monitor and register the Traffic generated on the Mediums of the Publishers.

2.7 The Service may be modified, amended, changed or terminated by Advidi for practical reasons at any time upon written notice (including email) to the Client. In the event that the Client does not accept the modifications, amendments and/or changes, the Client shall immediately cease to use the Service and will immediately notify Advidi, so that Advidi can pause or terminate the Service.

3. Security

3.1 Advidi keeps multi-level fraud detection to optimize the prevention of Artificial Traffic. As soon as Artificial Traffic is detected by Advidi's fraud detection, Client will be contacted. In the event that Client detects Artificial Traffic, Client will inform Advidi immediately by written notice (including email). Advidi will only investigate an addressed issue regarding Artificial Traffic detected by Client within 10 (ten) days of the date of the thereto relating invoice. After these 10 days have passed, the invoice is deemed to be accepted totally without the right of Client to address issues regarding the inaccuracy thereof (including on the basis of suspected Artificial Traffic).

4. Payment and Disputes

4.1 Advidi will request Client statistics via email on a monthly or bi-monthly basis. Client is required to deliver the (bi)monthly stats within 48 hours of the request by Advidi or to supply a login to their platform in order for Advidi to check the statistics. Invoices are sent by Advidi and payment is done by Client according to the agreed payment terms.

4.2 In the event that Client wishes to dispute the accuracy of an invoice, the dispute must be made evident immediately upon receipt of the invoice but in no event later than within 10 days of the invoice date. If no disputes are made by Client regarding the invoice within 10 days, the invoice will be deemed to be accepted by Client.

4.3 The quality of the Service in a subjective sense and the fact that the invoice is based on Statistics provided by Advidi shall never be a reason for a dispute.

4.4 Invoices shall be paid by Client within 15 days of the invoice date. Payment of invoices on time is critical to the business functions of Advidi.

4.5 In the event that payment is not received by Advidi within 15 days, Client is in breach of the Agreement. Advidi has the right to suspend the Service immediately from this point on. Advidi will send Client a notification of breach with a remedy period of 7 days (notification will be sent by email). If payment is received within 7 days of the date of the notification of the breach, Advidi will resume the Service. If payment is not received within the remedy period of 7 days, Advidi has the right to terminate the Agreement in accordance with section 7 of these Advidi T&Cs. Client will be liable for and shall reimburse Advidi for any costs endured and/or damages related to the late or non-payment by Client. Furthermore, Advidi has the right to demand pre-payment by Client in the future or alter the payment conditions in any manner.

4.6 In the event that Client has activated a monthly budget, Client shall make an effort to notify Advidi by email when 80% of the budget is spent. This Article (Article 4.6) is not applicable in the event of a test budget as stipulated in the Insertion Order.

4.7 In the event of an over-delivery of the budget agreed upon in the Insertion Order of 10% or less, Client shall pay the invoice including the over-delivery.

4.8 Advidi shall not be responsible to pay Affiliate on any eligible Commissions where: (a) the applicable Compensable Transaction involves the generation of leads, and the applicable leads delivered by Affiliate are comprised of consumers that have previously registered for, opted-in to and/or are already a member of and/or an applicable campaign customer of the applicable Client, as the case may be; (b) the applicable Compensable Transaction involves the generation of leads, and the applicable leads delivered by Affiliate are generated using fraud, incentivized marketing or are otherwise in violation of the restrictions contained herein; and/or (c) the subject Email recipient did not opt-in to receive Email marketing from Affiliate. Advidi will not pay Commissions on any billings that: (i) occur before Affiliate is accepted into the Affiliate Program; (ii) occur after termination of this Agreement or any applicable Advertising Campaign. Advidi will not pay any Commissions to Affiliate unless Advidi has documentation to support such Commissions. Advidi may require Affiliate to provide a W-9, or similar tax identification information, as a conditional precedent to receiving any Commission payments. Advidi reserves the right to withhold and/or cancel Commission payments due and owed to Affiliate at any time, in its sole discretion, when Advidi believes that Affiliate is in breach of any term of this Agreement. Customers that buy products and/or services through the Affiliate Program shall not be deemed to be the customers of Affiliate.

4.9 Deception or Fraud

Advidi actively monitors traffic for deceptive or fraudulent activity as outlined in [Annex B](#).

4.10 Regarding copyright infringements: Affiliates/Publishers

Publisher will be solely responsible for the development, operation, and maintenance of the publisher website and for all materials that appear on the publisher website. Such responsibilities include, but are not limited to, the technical operation of the publisher website and all related equipment; creating and posting product reviews, descriptions, and references on the publisher's website and linking those descriptions to the program site; the accuracy and propriety of materials posted on the publisher's website; and ensuring that materials posted on the publisher website do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. Advidi disclaims all liability and responsibility for such matters.

4.11 Regarding low Rebill Rates – Diet/Skin/Muscle

Advidi may, in its sole discretion, confirm or otherwise verify or check the truth and accuracy and Rebill Rate of any registration information provided by Publisher. If at any time Advidi determines the Publisher's registration information to be misleading, inaccurate or untruthful, Advidi may

restrict, deny or terminate Publisher's account, Publisher's access and use of and/or any benefits derived from Publisher's participation in the program; and/or any benefits derived from Publisher's participation in the program. Advidi may also withhold payment of any commission and/or other fees that may be or may become payable to Publisher.

5. Prepayment

5.1 In the event that Parties have agreed on a Prepayment for 1 or more Campaign, the following applies: If the Agreement is terminated by the Client in part or in whole, the Prepayment related to the terminated aspect of the Agreement is non-refundable.

6. Intellectual Property Rights

6.1 Advidi owns or has the rights to all copyrights, trademarks, intellectual property rights, know-how or any other rights connected to Advidi, the Service, or software necessary for the Service.

6.2 Intellectual Property Rights to information, products, materials, elements, artwork, creations, drafts and all other Work ("werk" under the Dutch Copyright Act), including within Ads and including on the Client's website, belong to Client or the owner of the rights to the Work who has granted Client with a license to use the Work (or Intellectual Property Rights regarding the Work) as necessary to fulfill this Agreement and these Advidi T&Cs without any limitations and without any costs for Advidi. Client also guarantees that the Work does not infringe on any rights of third parties, including Intellectual Property Rights, and that such Work is not offensive, prohibited or questionable in any way.

6.3 Client holds Advidi harmless from and indemnifies Advidi against any claims from any third party relating to infringement of Intellectual Property Rights.

6.4 Client hereby grants Advidi the right to use the Work (or Intellectual Property Right regarding the Work) in order for Advidi to fulfill its obligations under the Agreement.

6.5 Client may only use the Work from Advidi, including but not limited to logos, after prior written approval from Advidi. Any mentions relating to the Agreements and working relationship between Advidi and Client may also only be communicated to any third party and/or publicly after prior written approval has been received from Advidi.

6.6 Affiliates agree to comply with the Affiliate Code of Conduct, attached hereto as Annex C. Affiliates acknowledge and agree that a violation of this Code of Conduct may result in termination from the Program, the forfeiture of any Affiliate Commissions and the requirement to return any Affiliate Commissions obtained by means that are in breach of this Code of Conduct.

7. Limits on Advidi's Liability

7.1 Advidi cannot guarantee or warrant the performance of the Service under all circumstances. Advidi cannot guarantee the success of the Affiliate Campaign or the Advertisement Campaign.

7.2 In no event shall Advidi or any of its subsidiaries, affiliates, partners, licensors or suppliers be liable for any direct, indirect, consequential, punitive, special or incidental damages resulting from, arising out of or in connection with the access, use of, or inability to access or use the service, even if Advidi has been advised of the possibility of such damages, except to the extent that such damages arise directly and solely from willful misconduct or gross negligence on the part of Advidi.

7.3 More specifically, Advidi will not be liable for defects in the Service, interruptions in accessibility to the Service, infringements on data or loss of data on the information handling system, defects in the security system or viruses or other harmful software components in the Service; or for any

damage caused by viruses or components of the Service to the Client software and/or the Client's website. Advidi shall not be liable for any error in the implementation of the links on the Client's website or for the specified function of the links. Additionally, Advidi has no control over and is therefore not liable for the behavior of third parties and Publishers, including but not limited to any breach of contract by the Publisher. Advidi shall not be liable in any way for any agreements made directly between the Client and such companies.

7.4 In the event that the foregoing exclusions or limitations of liability or any of the disclaimers of warranties is not allowed by law, such exclusions or limitations will not apply to Client, but only to the extent such exclusions or limitations are not allowed. In such case, such exclusions or limitations shall be limited to the extent required by applicable law.

7.5 The Client shall keep Advidi harmless for and indemnify Advidi against any claims including claims for damages or costs, including claims made on the basis of Intellectual Property Right infringement in relation to the Campaigns, the Agreement or these Advidi T&Cs.

7.6 In the event that Client does hold Advidi liable and an authorized judge has ruled that Advidi is liable, Advidi's liability shall be limited to direct damages up to the amount of EUR 25.000 (twenty-five thousand Euros).

7.7 Affiliate agrees to indemnify, defend and hold harmless Advidi, its parents, affiliates and/or subsidiaries, and each of their respective officers, directors, partners, members, managers, employees, agents and attorneys, from and against any and all liabilities, claims, actions, suits, proceedings, judgments, fines, damages, costs, losses and expenses (including reasonable attorneys' fees, court costs and/or settlement costs) arising from or related to: (i) Affiliate's, or a Sub-Affiliate's, breach of this Agreement and/or any representation or warranty contained herein; (ii) the Affiliate Websites, Affiliate Database, and/or Affiliate's or any Sub-Affiliate's marketing practices; (iii) any third party allegation or claim against Advidi relating to a violation of any Laws and Regulations; (iv) any allegation that Affiliate or a Sub-Affiliate has infringed upon the trademark, trade name, service mark, copyright, license, intellectual property or other proprietary right of any third party; (v) any non-Advertising Campaign related content, goods or services offered, sold or otherwise made available by Affiliate on and through the Affiliate Websites, Affiliate Database or otherwise; (vi) any claim that Advidi is obligated to pay any taxes in connection with Affiliate's participation in the Affiliate Program; and/or (vii) Affiliate's or any Sub-Affiliate's participation in the Affiliate Program, in any manner whatsoever. You will promptly assume such defense with counsel deemed reasonably acceptable to us upon written notice to you of such an indemnifiable claim. Advidi reserves the right to participate in the defense at its sole expense. You agree that you will not settle any indemnifiable claim without our prior written approval of Advidi. Affiliate shall immediately notify Advidi if Affiliate receives notice of any complaints, inquiries or investigations related to the Affiliate Websites, Affiliate Database, any Sub-Affiliates or any other violations in connection with Affiliate's or any Sub-Affiliate's business whether or not Affiliate is obligated to indemnify Advidi for such claim hereunder.

8 Term and Termination

8.1 The Framework and/or an Agreement shall come into force on the Effective Date upon execution thereof by both Advidi and Client and shall remain in effect until terminated as per this section.

8.2 The Client is entitled to terminate an Agreement for any reason in writing, taking into account a notice period of 1 (one) calendar month. For example, if Client sends a notice of termination to Advidi on the 15th of July, the Agreement terminates as per the 1st of September.

8.3 Client may elect to pause a Campaign at any time, in which case Advidi will inform the Publisher of this request. The effectuation of the pause will normally not take effect before a period of 2

business days. During this period, the Agreement is still in effect and all Conversions must be paid. During the “test campaign” phase (i.e. the first 30 days after the campaign is launched), the Client cannot pause the Campaign.

8.4 Advidi is entitled to (at its discretion) terminate the Agreement or suspend the Service regarding one or more Campaigns in writing (including through email) for any reason, without limitation, in the event that: (i) Advidi considers the Client or the content of his website inappropriate in any way; (ii) Client acts fraudulently or illegally in any way or the Client tries to influence the Tracking Code on their website or Client in any other way breaches any of the provisions of this Agreement; (iii) Client does not comply with any applicable law or regulation; or (iv) at Advidi’s sole discretion, Advidi decides that the Campaign does not obtain enough Conversions within a period of four (4) weeks.

8.5 The Agreement may be terminated by either Party upon written notice to the other Party if the other Party breaches any material obligation provided under the Agreement and the breaching Party fails to cure such breach within the reasonably given remedy period. Either Party may forthwith terminate the Agreement immediately if the other Party is the subject of a bankruptcy order, becomes insolvent, makes any arrangement or composition with or assignment for the benefit of creditors, goes into voluntary or compulsory liquidation, has a receiver or administrator appointed over its assets, or if the equivalent of any such events under the laws of any of the relevant jurisdictions occurs to the other Party.

8.6 Effect of Termination. Client must cease to use the Service and Advidi will disable the Service upon conclusion of an Agreement Termination for whatever reason. This action will not discharge the Client from the obligation to pay all outstanding invoices.

8.7 Termination of the Framework Agreement may be done by Advidi, taking into account a notice period of 1 (one) month. Termination of the Framework Agreement will not affect ongoing Agreements and the Framework Agreement will remain in effect for the ongoing Agreement until termination thereof.

9. Consent and Confidentiality

9.1 Client consents to the publication of Client’s name and web address and other information relating to Client on Advidi’s corporate website (advidi.com). Client also consents to Advidi sending newsletters and other information to Client’s e-mail address and to use of information provided by Client for marketing purposes.

10. General

10.1 Data and Cookies. Client hereby undertakes to comply with all applicable EU and national laws and regulations in force including, but not limited to, the EU-directive 2002/58/EC. Advidi is allowed to place cookies. These cookies placed by Advidi are valid for at least 30 days after first visit of the visitor. If Client places cookies, Client shall make sure Client will obtain all required consents from any user or person to place cookies and/or to process (personal) data or supply personal data to third parties for any purpose.

Advidi has the right to collect data, including but not limited to personal data in anonymous form, but excluding personal data covered under the Personal Data Protection Act (Dutch: niet zijnde persoonsgegevens in de zin van de Wet Bescherming Persoonsgegevens). In the event that Advidi does collect personal data under the Personal Data Protection Act, a separate processor’s agreement will be executed between Parties; Advidi will always be considered as processor and Client will be considered as controller. Client guarantees that they are compliant at all times with applicable law relating to the collection of personal data, including and without limitation compliance under Dutch Law (Personal Data Protection Act); and that Client will inform Advidi of

specific laws and regulations of Countries, as to enable Advidi to comply with these laws and regulations. Client holds Advidi harmless from and indemnifies Advidi against a claim from any third party relating to this section 10.1.

10.2 If Client is a natural person, he or she must be at least 18 years of age. If Client has not reached the age of 18, a parent must give their explicit written consent regarding the (attempted) registration to Advidi's Service and must sign the Agreement on behalf of the minor. The (attempted) registration to the Advidi Service or signing of the Agreement by a Client under the age of 18 without parental consent is ineffective and void.

10.3 Client warrants that the information furnished to Advidi regarding him- or herself and his website is correct, complete and sent in due order and that the information corresponds to actual facts. Client must notify Advidi immediately by email of any changes in the information.

10.4 In the event that Client is a private company with limited liability or a public limited company, Advidi must be provided with Client's full registered name, company registration number, registered office, trading address and VAT number.

10.5 These Advidi Terms and Conditions (T&Cs) may be amended by Advidi at any time. Such amended Advidi T&Cs shall be effective upon announcement thereof on the Advidi website or notification to Client. By continuing to use the Service after such announcement or notification, Client will be deemed to have accepted such amendments.

10.6 Severability. If any provision of the Agreement or part thereof should to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary amendment of the Agreement in order to achieve the interests and objectives of the parties prevailing at the time of execution of the Agreement.

10.7 Assignment of the Agreement. The Client may not assign or pledge his rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of Advidi.

10.8 Localization. Client agrees that the Campaign shall be localized properly. Client guarantees that the Campaign and the Ads are in accordance with the following minimum requirements: The Campaign and Ads (i) are translated in the correct languages, applicable for the Countries; (ii) are in complete conformity with any and all national and state laws and legislations of the Countries; (iii) are in complete conformity with any and all regulations of any body charged with the enforcement of a (statutory) regulation, including without limitation regulations applied by rating bodies (e.g. ESRB, USK, etc.) (iv) are provided with applicable age gating.

Client holds Advidi harmless from and indemnifies Advidi against any claim from any third party relating to the aforementioned guarantees and on any other grounds.

Regardless of statements made herein or implications drawn from statements made herein, Advidi always reserves the right to reject a Campaign for any reason at its own discretion.

10.9 Any changes to Agreement must be mutually agreed upon between Parties in writing (including via email) before they have effect.

10.10 A decision by Advidi to not invoke its rights does not constitute a waiver of these rights.

10.11 Nothing in the Advidi T&Cs or in any Agreement made with Advidi shall create or be deemed to create a partnership or relationship of employer and employee between Advidi and Client.

11. Applicable Law

11.1 These Advidi T&Cs and all Agreements shall be governed by, and are construed in accordance with, the laws of the Netherlands.

11.1 If any dispute arises out of the Agreement that cannot be resolved according to the Agreement or these Advidi T&Cs, and if the dispute cannot be settled amicably, the dispute will be brought before the courts of Amsterdam. Parties explicitly agree to the jurisdiction of the courts of Amsterdam.

ANNEX A: Definitions

The following words and terms shall have the following meaning:

1.1 – Ads: email content, banner ads, buttons, pop-ups, pop-unders, co-registrations, lead-generations, hypertext or other links, widgets, works of authorship, jumbo promos, content scripts, add tags, silver bullets, site skins, promotional and other advertising material and any kind of commercially sponsored or related content.

1.2 – Artificial Traffic: also known as fraudulent traffic. A collective term for invalid Conversions, which may originate (for example without limitation) from automatic openings, spiders, robots, requests in email or chat rooms, script generators, placing links on websites other than those informed and Clicks which are not generated by a browser or Clicks which are not preceded by an active act of a visitor who wants to reach a specific website.

1.3 – Click/to Click: The action wherein an Ad is clicked on with the result that the Landing Page is fully loaded.

1.4 - Confidential Information: means nonpublic information that a Party to the Agreement marks or otherwise designates as being confidential, or by its nature should be considered confidential including, without limitation, information in tangible or intangible form relating to and/or including released or unreleased software, marketing or promotional activities, or business policies or practices of the Discloser. Neither Party will disclose the Confidential Information of the other Party or use such Confidential Information for its own benefit or for the benefit of any third party for any reason. Each Party's obligations in this Section will not apply to information that such party can establish (a) was in the public domain at or subsequent to the time it was communicated to the receiving party ("Recipient") by the disclosing party ("Discloser") through no fault of Recipient; (b) was rightfully in the Recipient's possession free of any obligation of confidence at or subsequent to the time it was communicated to Recipient by Discloser; (c) was developed by Recipient independently of and without reference to any information communicated to Recipient by Discloser; or (d) has been communicated by Discloser to one or more unaffiliated third parties without any confidentiality obligation. Upon request at any time during or after the Term of the Agreement, each Party will return to the other party all Confidential Information provided by the other party, and all copies thereof which are in the Recipient's possession, custody or control.

Notwithstanding the foregoing, Recipient may disclose or produce any Confidential Information if and to the extent required by any discovery request, subpoena, court order or governmental action, provided that Recipient gives Discloser reasonable advance notice of the same to allow Discloser a reasonable opportunity to appear, object and obtain a protective order or other appropriate relief relating to such proposed disclosure.

1.5 – Conversion: an action upon which the commercial deal is based; for example, if the commercial deal is: CPM, CPA, CPC, CPL, CPD, CPPU, CPAU, CPI, then conversion is considered respectively: mille, action, click, lead, download, paying user, active user and install.

1.6 – CPA: Cost Per Action. This is the payment model in which Client pays for a specific action, namely registration. CPA is sometimes also referred to as CPL. The action is either registration or a similar action as described in the Agreement.

1.7 – CPAU: Cost Per Active User: This is the payment model in which Client pays for an active user.

1.8 – CPC: Cost Per Click. This is the payment model in which Client pays each time a visitor Clicks on an Ad.

1.9 – CPD: Cost Per Download. This is the payment model in which Client pays per Product download.

1.10 – CPL: Cost Per Lead. See CPA.

1.11 – CPM: Cost Per Mille. This is the payment model in which Client pays for 1000 (one thousand) Impressions (the number of times an Ad is presumably seen by visitors).

1.12 – CPPU: Cost Per Paying User: This is the payment model in which Client pays for a paying user.

1.13 – Campaign: Campaign listed in the Insertion Order in the Campaigns and specifications table.

1.14 – Landing Page: the Provided URL in combination with the Tracking Code; the Campaign registration page where visitors are able to sign up

1.15 – Provided URL: URL provided by Client to Advidi which relates to a Campaign and is specific to Advidi.

1.16 – Publisher: Company or person in Advidi's network that places Ads within their platform, a website, a channel, an application or another medium ("Medium").

1.17 – Service: Targeting by Advidi of a visitor in order to generate Conversions and collecting data to optimize targeting and effectuate the advertisement campaign in a positive manner by means of (without limitation) distributing Ads provided by Client within Advidi's network.

1.18 – Country: countries/regions defined and specified in the Insertion Order where the Campaign is advertised.

1.19 – Tracking Code: code provided by Advidi to Client based on the Provided URL, to be embedded onto the Landing Page.

1.20 – Traffic: total network reach.

1.21 – CPI: Cost Per Install. This is the payment method in which Client pays per installation of a particular application or program.

1.22 – DOI: Double opt-in. A conversion method in which a Lead must be confirmed after initial signup (opt-in).

1.23 – SOI: Single opt-in. A conversion method in which a Lead does not need to be confirmed after initial signup (opt-in).

1.24 – Advidi Statistics: interpretation of collected data, at the sole discretion of Advidi, on the basis of the Data Points and a unique system used by Advidi to identify a visitor.

1.25 – Data Point: Tracking Code, depending on Conversion agreement in combination with Campaign tracking by Client, which is delivered to Advidi (server to server).

1.26 – Insertion Order: agreement relating to the advertisement of a Campaign specifying the specifics (details, goals and requirements) of a campaign.

1.27 - Intellectual Property Rights: all intangible, intellectual, proprietary and industrial property rights, wherever located, including, but not limited to, the following: (a) all trademarks, service marks, trade names and logos; (b) all copyrights, moral rights, and other rights in works of authorship, including images; (c) all patents and patent applications; (d) all designs and ideas; and (e) all other rights covering intangible property recognized in any jurisdiction.

ANNEX B: Deception or Fraud Policy

Deception or Fraud

Advidi actively monitors traffic for deceptive or fraudulent activity. If deception or fraud is detected as determined by Advidi's sole discretion, Publisher's account will be made inactive pending further investigation. Publisher accounts are flagged for the following reasons, among others not listed herein:

Delivering click-through or conversion rates that are much higher than industry averages and where solid justification for such higher click-through or conversion rates is not evident to the reasonable satisfaction of Advidi;

Having ONLY click or lead generation programs generating clicks or leads with no indication by site traffic that it can sustain the clicks or leads reported;

Showing fraudulent leads, as determined by the Advertisers;

Using any incentives to procure clicks/sales or leads

Using content locking to procure clicks/sales or leads

Providing leads obtained other than through intended consumer action. For instance, the use of phone books, or similar such compilations of personal data, to complete lead generation forms shall be considered fraudulent behavior.

Using fake redirects, automated software, and/or other fraudulent mechanisms to generate Events from the Programs.

If Publisher fraudulently adds leads or clicks or inflates leads or clicks by fraudulent traffic generation (such as pre-population of forms or mechanisms not approved by Advidi or use of sites in co-registration campaigns that have not been approved by Advertiser), as determined solely by Advidi, Publisher will forfeit its entire commission for all programs and its account will be terminated. If Publisher is notified that fraudulent activities may be occurring on its Media, and Publisher fails to take prompt action to stop the fraudulent activities, then, in addition to any other remedies available to Advidi, Publisher shall be responsible for all costs and legal fees arising from these fraudulent activities. In addition, in the event that Publisher has already received payment for fraudulent activities, Advidi reserves the right to seek credit or remedy from future earnings or to demand reimbursement from Publisher.