



Terms & Conditions

These Terms and Conditions and Country Schedule (“Terms”) are between Embi Media (hereinafter, “Embi”, “we”, “us”) and the Client and apply to the provision of the Embi Media Service. Embi Media enters these Terms on behalf of itself and other Embi Media affiliates, some of whom may provide certain services and invoicing as further detailed in these Terms.

1. Service

Publisher hereby engages Embi Media to provide the Embi online advertising optimization services on Publisher’s and its partners’ advertising inventory (“Publisher Inventory”) on all of its partners’ respective Websites, Internet-powered applications, mobile, smart phone, tablet and other wireless devices and any other Internet-accessible material whether existing before or after the Effective Date (the “Publisher Properties”). Embi Media creates an auction for each advertising impression from the Publisher Inventory where the “bids” are derived from multiple sources including various buying programs from each of Embi’s media buying clients (each a “Demand Partner”) such as fixed CPM campaigns, revenue share campaigns, real-time bidding campaigns.

2. Warranties; Disclaimer; Obligations

2.1 Mutual Warranties. Each party represents and warrants to the other party that (a) it has all necessary organizational rights and authority to enter into, execute and perform its obligations; and (b) the performance of their respective obligations hereunder do not and will not violate any agreement to which such party is a party or by which it is otherwise bound.

2.2 EXCEPT AS EXPRESSLY SET FORTH, EACH PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS RESPECTIVE SERVICES OR PRODUCTS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EMBI MEDIA SHALL NOT BE LIABLE FOR ANY UNAVAILABILITY OR INOPERABILITY OF THE EMBI MEDIA SERVICE DIRECTLY CAUSED BY THE FAILURE OF THE INTERNET OR A TELECOMMUNICATIONS SYSTEM, OR COMPUTER ERROR OR OTHER TECHNICAL MALFUNCTION BEYOND ITS REASONABLE CONTROL.

2.3 Use of the Embi Services. Publisher agrees that it will not transfer or (unless expressly and specifically approved by Embi in advance and in writing) allow third-party access to any Embi Media Service. To the extent such access is so permitted, Publisher will be responsible hereunder for the acts and omissions of the applicable third party in connection with such access. Publisher is responsible



for maintaining the confidentiality of its users' passwords and usernames and will promptly notify Embi Media in writing of any unauthorized use of its account or any other breach of security that is known or suspected by Publisher. Embi Media will ensure that each Website, device, or application for which our Service is engaged contains or is linked to a privacy policy that governs its data collection and use practices. Publisher has and will maintain all consents that are required to allow Embi Media to provide the Embi Services to Publisher as set forth in the applicable Contract, including without limitation to send to us the Publisher Data. Publisher will not permit any PII (Personal-Identifiable Information) to be sent to Embi. For more information about PII you may visit <http://www.embi-media.com/privacy-policy>

3. Term, Termination

3.1 Term & Renewal. The initial term of each Contract shall begin as of the Effective Date of the applicable Contract and shall continue as set forth in such Contract (the "Initial Term"). Following the Initial Term, the term of each Contract shall automatically renew for consecutive twelve (12) month periods (each, a "Renewal Term") unless either party provides the other party with written notice of cancellation of the next Renewal Term no less than thirty (30) days before the start of such Renewal Term. The Initial Term and any Renewal Term(s) shall be the "Term."

3.2 Termination for Cause. Either party may terminate any Contract for material breach by written notice, effective in thirty (30) days, unless the other party first cures such breach.

4. Use of Marks & Publicity

During the Term, Embi Media may identify Publisher as a customer or user of the Embi's Service and the Publisher Properties solely in connection with providing our Services hereunder. Any other use of Publisher's name, logos, or other marks by Embi shall be subject to Publisher's prior approval. Neither party may issue a press release announcing the business relationship between the parties, upon approval of the other party.

5. Exclusivity

Publisher agrees that during the Term of each Contract, it shall direct all advertising impressions that are not sold by Publisher's direct sales force through the applicable Embi Media Service(s) for delivery to end users and that it shall not during such Term contract with, engage, or otherwise do business with any third party that operates an online advertising service substantially similar to such Embi Media Service(s).