

## S&W MEDIA GROUP ADVERTISER TERMS AND CONDITIONS

In the event of a discrepancy between the provisions of these Terms and explicit terms in the IO (as defined below), the provisions in the IO shall prevail.

### 1. DEFINITIONS

“**Ad**” means any advertisement provided by Media Company (as defined below) on behalf of Advertiser.

“**Advertiser**” means the advertiser for which Media Company is the agent under an applicable IO.

“**Advertising Materials**” means artwork, copy, or active URLs for use in an Ad.

“**Affiliate**” of any entity means any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.

“**Agency**” means the advertising agency listed on the applicable IO.

“**CPA Deliverables**” means Deliverables sold on a cost per acquisition basis.

“**CPC Deliverables**” means Deliverables sold on a cost per click basis.

“**CPL Deliverables**” means Deliverables sold on a cost per lead basis.

“**CPM Deliverables**” means Deliverables sold on a cost per mille (one thousand impressions) basis.

“**DCPM Deliverables**” means Deliverables sold on a dynamic cost per mille (one thousand impressions) basis.

“**Deliverable**” or “**Deliverables**” means the inventory delivered by Media Company (*e.g.*, impressions, clicks, or other desired actions).

“**IO**” means a mutually agreed insertion order that incorporates these Terms, under which Media Company will deliver Ads on Sites for the benefit of Agency or Advertiser.

“**Media Company**” means Slutzky & Winshman Ltd. doing business as S&W Media Group.

“**Media Company Properties**” are websites specified on an IO that are owned, operated, or controlled by Media Company.

“**Network Properties**” means websites specified on an IO that are not owned, operated, or controlled by Media Company, but on which Media Company has a contractual right to serve Ads.

“**Parties**” means Media Company and Agency or Advertiser.

“**Policy**” or “**Policies**” means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Media Company’s public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and Advertising Materials due dates.

“**Representative**” of an entity means any director, officer, employee, consultant, contractor, agent, and/or attorney of such entity and/or its Affiliate(s).

“**Site**” or “**Sites**” means Media Company Properties and Network Properties.

“**Terms**” means these Standard Terms and Conditions for Internet Advertising for Media Buys for Advertisers, as they shall be amended from time to time.

“**Third Party**” means an entity or person that is not a party to an IO; for the removal of doubt, Media Company, Agency, Advertiser, and any Affiliates or Representatives of the foregoing are not Third Parties.

“**Third Party Ad Server**” means a Third Party that will serve and/or track Ads.

### 2. PAYMENT AND PAYMENT LIABILITY

2.1 Billing & Payment. Terms. Unless otherwise specified on the IO, S&W Media will bill Agency/Advertiser monthly based on the Media Cost, as specified below, for all impressions delivered in such month. Notwithstanding any other language on the IO (including in terms incorporated by reference), S&W Media will bill Agency/Advertiser based on S&W Media’s reported numbers.

2.2 Invoices. Invoices will be sent by Media Company upon completion of each month’s delivery of Deliverables. Invoices will be sent to Agency/Advertiser’s billing address as set forth in the IO and will include information such as the IO number, Advertiser name, brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO.

2.3 Discrepancies. Unless otherwise agreed in the IO by both Parties, Advertiser/Agency is responsible for following the campaign numbers and noticing if there are discrepancies. Advertiser/Agency is fully responsible, and agrees to pay in full according to Media Company’s numbers, for any discrepancies.

### 3. LICENSE

Advertiser/Agency grants to Media Company the right to (i) display, reproduce, distribute and transmit the Ads and the Advertising Materials contained therein, (ii) link to the Site(s) and (iii) sublicense such rights to third parties as applicable. Advertiser/Agency further grants Media Company the right to use the Ads and related data in Media Company's marketing materials.

### 4. REPORTING

Media Company Reporting. Media Company will make reporting available with a log in to the ad server used, either electronically or in writing, unless otherwise specified in the IO. Reports will be broken out on a daily basis and summarized by impressions, clicks, conversions, spend/cost, and other variables as may be defined in the IO.

Once Media Company has provided the online or electronic report, it agrees that Agency/Advertiser may reasonably rely on it, subject to provision of Media Company's invoice for such period.

### 5. CANCELLATION AND TERMINATION

5.1 Without Cause. Unless designated on the IO as non-cancelable, either Advertiser/Agency or Media Company may cancel the IO, with a 48 hour written notice.

5.2 For Cause. Either Media Company or Advertiser/Agency may terminate an IO at any time if the other Party is in material breach of its obligations hereunder, which breach is not cured within 10 days after receipt of written notice thereof from the non-breaching Party, except as otherwise stated in these Terms with regard to specific breaches. Additionally, if Agency or Advertiser breaches its obligations by violating the same Policy three times (and such Policy was provided to Agency or Advertiser or they had access to it) and receives timely notice of each such breach, then even if Agency or Advertiser cures the breaches within the applicable cure period, Media Company may terminate the IO or placements associated with such breach immediately upon written notice.

5.3 Effects of Termination. Notice of termination shall not excuse a Party from performing its undertakings under these Terms incurred prior to such termination, unless termination was due to an uncured breach by the other Party. The provisions of Sections 2, 5.3, 5.4, 6, 8, 9, 10, 11 and 13 shall survive any termination or expiry of these Terms.

5.4 In the event of any termination in accordance with this Section 5, the remainder of any outstanding budget under a terminated IO shall be refunded to Advertiser/Agency within 45 days of such termination.

### 6. WARRANTIES

6.1 Discrepancies. Unless otherwise agreed on the IO by both Parties, Advertiser/Agency is responsible for following the campaign numbers and noticing if there are discrepancies. Advertiser/Agency is fully responsible, and agrees to pay in full according to Media Company's numbers, for any discrepancies.

6.2 Necessary Rights. Media Company represents and warrants that Media Company has all necessary permits, licenses, and clearances to sell the Deliverables specified in the IO subject to these Terms. Advertiser or Agency represents and warrants that Advertiser/Agency has all necessary licenses and clearances to use the content contained in the Ads and Advertising Materials as specified in the IO subject to these Terms, including any applicable Policies.

6.3 Authorized Agent. Agency represents and warrants that it has the authority as Advertiser's agent to bind Advertiser to these Terms and each IO, and that all of Agency's actions related to these Terms and each IO will be within the scope of such agency.

6.4 Unguaranteed Deliverables. If an IO contains CPA Deliverables, CPL Deliverables or CPC Deliverables, the predictability, forecasting, and conversions for such Deliverables may vary and in this case, Media Company does not guarantee delivery and shall not be liable for any failure to deliver.

### 7. FORCE MAJEURE

7.1 Generally. Except for payment obligations, neither Advertiser/Agency nor Media Company will be liable for delay or default in the performance of its respective obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, labor disputes, riot, civil commotion or war ("**Force Majeure event**"). If Agency/Advertiser suffers such a delay or default, Media Company will make reasonable efforts within seven (7) business days to recommend a substitute transmission for the campaign or time period for the transmission.

7.2 Related to Payment. If Agency/Advertiser's ability to transfer funds to third parties has been

materially impacted by a Force Majeure event, including, but not limited to, failure of banking clearing systems or a state of emergency, then Advertiser/Agency will make every reasonable effort to make payments on a timely basis to Media Company, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Advertiser/Agency from any of its obligations as to the amount of money that would have been due and paid without such condition.

7.3 **Cancellation.** If a Force Majeure event continues for seven (7) business days, Media Company and/or Advertiser/Agency shall have the right to cancel the remainder of the IO without penalty. Each Party shall be responsible to either pay or refund all amounts that were due and owing as of the date of termination within thirty (30) days from the date of termination.

## 8. CREATIVE

The guidelines set forth in this Section 8 (the “**Guidelines**”) are not intended to be construed as legal advice and are not intended to be comprehensive. Third party advertising is subject to internal review by Media Company. Compliance with the Guidelines a) does not guarantee acceptance of display advertising content for insertion on any of the Media Company Properties, and b) may not necessarily be sufficient to meet the requirements of applicable laws and regulations. Advertiser is solely responsible for any liability whatsoever arising out of any Advertising Material, content of any Ad, hyperlink or any other material that can be viewed, used, transmitted, received or manipulated by any person viewing or accessing such Ad, hyperlink or other material.

### 8.1 Usage of Tags

Advertiser/Agency and any authorized Third Parties must have an appropriate privacy policy and comply with all applicable laws relating to collection and use of data. Without limiting the generality of the foregoing, Media Company agrees to run Third Party tags only if Advertiser/Agency agrees to comply with all of the following:

- 8.1.1 All vendors requesting to implement Third Party tags (“**Third Party Vendors**”) must be in full compliance with these Terms.
- 8.1.2 Media Company reserves the right to validate any Third Party tag or Third Party Vendor for compliance with laws and Policies and for authenticity and is under no obligation to allow Third Party tagging.

8.1.3 Media Company may create Third Party safe lists, which shall contain Third Parties who are certified to append Third Party tags in Media Company’s Network, and reserves the right to block Third Party tags which are not validated by it.

8.1.4 Separate and stand-alone tags shall be created for the following advertiser types with a clear title which Media Company can single out:

- i. Mobile content advertisers; and
- ii. Gambling advertisers.

### 8.2 Additional Responsibilities.

By accepting these Terms, each Advertiser/Agency also undertakes and agrees as follows:

Agency/Advertiser represents and warrant that (a) it has the full corporate right, power and authority to enter into the Terms and to perform the acts required of it hereunder; (b) execution of the Terms, and performance of its obligations and duties hereunder, do not and will not breach any agreement to which it is a party or by which it is otherwise bound; (c) it has received all consents, licenses and other rights necessary to market, promote, offer or sell the products and/or services available through the Site(s); (d) it will comply with and does not violate any applicable law, regulation or ordinance (including without limitation personal data and privacy laws); (e) it does not infringe on or violate any copyright, patent, trademark, trade secret or other intellectual property right of any Third Party, including without limitation, any music performance or other music-related rights and Agency/Advertiser is solely responsible for securing, maintaining and paying for all such rights and licenses which, for the avoidance of doubt, includes all necessary copyright (including without limitation all royalties payable for the copyright in any underlying musical or literary works embodied in the Ads and other related rights).

8.2.1 Agency/Advertiser is solely responsible for all aspects of any advertisements or additional materials created, delivered, or managed through its tags.

8.2.2 Agency/Advertiser approves that all banners using brand names such as Facebook, YouTube, etc., are compliant with the terms and conditions of such companies, and agrees to take full responsibility for these banners.

8.2.3 Advertiser/Agency agrees not to use Third Party tags in connection with, or to promote campaigns

or ads containing: (i) content that is an invasion of privacy, degrading, defamatory, libelous, unlawful, profane, obscene, pornographic, hate material, or discriminatory; (ii) content that promotes any illegal activity including without limitation the promotion of gambling where prohibited, illegal substances, software piracy, or hacking; (iii) content that infringes on the personal rights, trademark, service mark, trade dress, trade name, logo, publicity right, copyright, patent rights, or any other intellectual property right of any third party; (iv) content, links or codes that promote or reference software piracy and/or activities generally understood as Internet abuse including but not limited to the sending of unsolicited bulk e-mail and the distribution or use of spyware, malware, worms, Trojan horses, time bombs, cancelbots, corrupted files, or similar software; or (v) content that Advertiser/Agency knows to be false or misleading.

8.2.4 Trademark Usage. Tags must not contain or use (i) banners that mimic Windows alerts; (ii) use trademarks of or mimic Facebook, YouTube or knowingly use trademarks of or knowingly mimic any Third Party; (iii) banners that include the word DOWNLOAD; (iv) banners that say “your IP was detected”, “you are the Nth user” and similar wording; or (v) any other deceptive banner that could lead the user to misunderstand the real purpose of the Ad.

### 8.3 **Creative Standards**

8.3.1 All advertisements are subject to Media Company’s approval. Media Company reserves the right to reject, discontinue, or omit any Creative or any part thereof. This right shall not be deemed to have been waived by acceptance or actual use of any Creative. Media Company may reject any Creative that Media Company determines is not in keeping with the standards outlined herein. Media Company is not liable for errors in Creative position and/or placement, or typographic errors of any kind.

8.3.2 If Advertiser intends to provide Media Company with Creative via Third Party tags, Advertiser agrees to provide Media Company with a sample of each and all Ads contained within the Third Party tags. Failure to do so will be deemed a breach of this Agreement. In the event Media Company’s relationship with its publisher(s) is damaged or lost as a result of a breach of this condition, Media Company reserves the right to

recover from Advertiser any and all monetary damages.

### 8.4 **Compliance**

Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials, software code associated with the Advertising Materials (e.g. pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with its Policies, or that in Media Company’s sole reasonable judgment, do not comply with any applicable law, regulation or judicial or administrative order. In addition, Media Company reserves the right, in its sole discretion, to reject or remove from its Site any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Media Company or any of its Affiliates, provided that if Media Company has reviewed and approved such Ads prior to their use on the Site, Media Company will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Agency.

## 9. **INDEMNIFICATION**

9.1 By Advertiser. Advertiser will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) (collectively, “**Losses**”) resulting from any claim, decision, judgment, proceeding or settlement (collectively, “**Claims**”) (i) resulting from Advertiser’s alleged breach of any of its representations or warranties set forth in these Terms or the IO; (ii) Advertiser’s material breach of these Terms or the IO; (iii) brought by a Third Party resulting from Advertiser’s alleged breach of these Terms or IO; or (iv) brought by a Third Party resulting from the content or subject matter of any Ad or Advertising Materials to the extent used by Media Company in accordance with these Terms or an IO.

9.2 By Agency. Agency will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from and against all Losses resulting from (i) Agency’s alleged breach of any of its representations or warranties set forth in these Terms or the IO; (ii) a material breach of these Terms or the IO; or (iii) Claims brought by a Third Party alleging that Agency has breached its express, Agency-specific obligations under this Agreement.

9.3 Procedure. The indemnified Party(ies) will promptly notify the indemnifying Party of all Claims of which it becomes aware (provided that a failure or delay

in providing such notice will not relieve the indemnifying Party's obligations except to the extent such Party is prejudiced by such failure or delay), and will: (i) provide reasonable cooperation to the indemnifying Party at the indemnifying Party's expense in connection with the defense or settlement of all Claims; and (ii) be entitled to participate at its own expense in the defense of all Claims. The indemnified Party(s) agrees that the indemnifying Party will have sole and exclusive control over the defense and settlement of all Claims; provided, however, the indemnifying Party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on an indemnified Party(s) without its prior written consent.

## 10. LIMITATION OF LIABILITY

Excluding a breach of Sections 9 or 11 or intentional misconduct, to the maximum extent permitted by applicable law, in no event will any Party be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, including, but not limited to, damages for loss of profits, business interruption, loss of information, and the like, incurred by another Party arising out of an IO, even if such Party has been advised of the possibility of such damages.

## 11. NON-DISCLOSURE, DATA USAGE AND OWNERSHIP, PRIVACY AND LAWS

11.1 Definitions and Obligations. “**Confidential Information**” will include (i) all information marked as “Confidential,” “Proprietary,” or similar legend by the disclosing Party (“**Discloser**”) when given to the receiving Party (“**Recipient**”); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary. Without limiting the foregoing, Discloser and Recipient agree that each Discloser's contribution to IO Details (defined below) shall be considered such Discloser's Confidential Information. Recipient will protect Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient shall not disclose Confidential Information to anyone except an employee, agent, Affiliate, or third party who has a need to know same, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as those in this Section. Recipient will not use Discloser's Confidential Information other than as provided for on the IO.

11.2 Exceptions. Notwithstanding anything contained herein to the contrary, the term “Confidential Information” will not include information which: (i) was

previously known to Recipient; (ii) was or becomes generally available to the public through no fault of Recipient; (iii) was rightfully in Recipient's possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser; (iv) was developed by employees or agents of Recipient independently of, and without reference to, Confidential Information; or (v) was communicated by Discloser to a Third Party free of any obligation of confidentiality. Notwithstanding the foregoing, the Recipient may disclose Confidential Information of the Discloser in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange, or as necessary to establish the rights of either Party under these Terms; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.

11.3 Additional Definitions. As used herein the following terms shall have the following definitions:

11.3.1 “**User Volunteered Data**” is personally identifiable information collected from individual users by Media Company during delivery of an Ad pursuant to the IO, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of Advertiser.

11.3.2 “**IO Details**” are details set forth on the IO but only when expressly associated with the applicable Discloser, including, but not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information.

11.3.3 “**Performance Data**” is data regarding a campaign gathered during delivery of an Ad pursuant to the IO (e.g., number of impressions, interactions, and header information), but excluding Site Data or IO Details.

11.3.4 “**Site Data**” is any data that is (a) preexisting Media Company data used by Media Company pursuant to the IO; (b) gathered pursuant to the IO during delivery of an Ad that identifies or allows identification of Media Company, Media Company's Site, brand, content, context, or users as such; or (c) entered by users on any Media Company Site other than User Volunteered Data.

11.3.5 “**Collected Data**” consists of IO Details, Performance Data, and Site Data.

11.3.6 “**Repurposing**” means retargeting a user or appending data to a non-public profile regarding a user for purposes other than performance of the IO.

11.3.7 “**Aggregated**” means a form in which data gathered under an IO is combined with data from numerous campaigns of numerous Advertisers and precludes identification, directly or indirectly, of an Advertiser.

11.4 Use of Collected Data.

11.4.1 Unless otherwise authorized by Media Company, Advertiser will not: (A) use Collected Data for Repurposing; provided, however, that Performance Data may be used for Repurposing so long as it is not joined with any IO Details or Site Data; (B) disclose IO Details of Media Company or Site Data to any Affiliate or Third Party.

11.4.2 All User Volunteered Data is the property of Advertiser, is subject to the Advertiser’s posted privacy policy, and is considered Confidential Information of Advertiser. Any other use of such information will be set forth in the IO and signed by both Parties.

12. **THIRD PARTY AD SERVING AND TRACKING (Applicable if Third Party Ad Server is used)**

12.1 Ad Serving and Tracking. Media Company will track delivery through its ad server and, Advertiser/Agency will track delivery through such Third Party Ad Server. Agency/Advertiser may not substitute the specified Third Party Ad Server without Media Company’s prior written consent.

12.2 Controlling Measurement. If both Parties are tracking delivery, the measurement used for invoicing advertising fees under an IO (“**Controlling Measurement**”) will be determined solely by Media Company’s data.

12.3 Ad Server Reporting Access. As available, the Party responsible for the Controlling Measurement will provide the other Party with online or automated access to relevant and non-proprietary statistics from the Third Party Ad server within 2 days (48 hours) after campaign launch. The other Party will notify the Party with Controlling Measurement if such Party has not received such access. If such online or automated reporting is not available, the Party responsible for the Controlling Measurement will provide placement-level activity

reports to the other Party in a timely manner, as mutually agreed by the Parties or as specified in these Terms, in the case of Ads being served by Media Company. Notification may be given that access, such as login credentials or automated reporting functionality integration, applies to all current and future IOs for one or more Advertisers, in which case new access for each IO is not necessary.

13. **MISCELLANEOUS**

13.1 Governing Law. All IOs will be governed by the laws of the State of Israel. Media Company and Advertiser or Agency (on behalf of itself and Advertiser) irrevocably agrees that any claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought solely in Israel and the Parties consent to the jurisdiction of such courts.

In the event of a claim hereunder, the prevailing party shall be entitled to recover its collection, processing, reasonable attorney fees, legal and court costs as well as it's attorney's fees and related costs incurred in any appeal thereof.

13.2 Nonsolicitation. During the term of the applicable IO, and for a period of 6 months thereafter, Advertiser shall not approach or engage, directly or indirectly, any publisher utilizing the services on Media Company’s Network, or solicit, directly or indirectly, such publisher to terminate or decrease the scope of its engagement with Media Company. The Parties agree and understand that a material breach of this Section will cause Media Company to suffer irreparable harm and that monetary damages may be inadequate to compensate for such damage. Accordingly, the Parties agree that in such event, Media Company will, in addition to all other remedies, be entitled to injunctive relief without the necessity of showing any actual damage or posting a bond and/or shall be entitled to a decree of specific performance of the terms of this IO against Advertiser or Agency.

13.3 Notices. Notice by either Party under this Agreement shall be in writing and personally delivered or given by registered mail, return receipt requested, overnight courier, electronic mail or telecopy, addressed to the other party at its address given herein (or any such other address as may be communicated to the notifying Party in writing) and shall be deemed to have been served if delivered in person, on the same day; if sent by electronic mail or telecopy, twenty four (24) hours after transmission confirmation is received by the sender; if sent by registered mail, seven (7) days after deposit into the mail system, if sent by overnight courier, the next day.

13.4 Assignment. Neither Agency nor Advertiser may resell, assign, or transfer any of its rights or obligations hereunder, and any attempt to resell, assign, or transfer such rights or obligations without Media Company's prior written approval will be null and void. All terms and conditions in these Terms and each IO will be binding upon and inure to the benefit of the Parties hereto and their respective permitted transferees, successors, and assigns.

13.5 Entire Agreement; Amendment; Severability. Each IO (including the Terms) will constitute the entire agreement of the Parties with respect to the subject matter

thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter of the IO. No modification of these Terms will be binding unless in writing and signed by both Parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect.

13.6 The IO may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document.