

ucfunnel Advertiser Terms and Conditions (Syndication)

These ucfunnel Advertiser Terms and Conditions (“**Terms and Conditions**”) govern the relationship between ucfunnel Co., Ltd. (“**ucfunnel**,” “**we**,” “**us**,” and “**our**”) and advertiser (“**Advertiser**,” “**you**,” and “**your**”) for the resale of the Advertising described herein. We or you may issue one or more insertion orders under these Terms and Conditions, each of which must be signed by your authorized representative (each an “**Insertion Order**”). Each Insertion Order we provide to you which specifically references these Terms and Conditions in combination with these Terms and Conditions constitutes the “**Agreement**.” If you submit any **Insertion Order, it represents you accept this Terms and Conditions and shall comply with this content.** In the Agreement, (i) a “**ucfunnel Company**” means ucfunnel, ucfunnel Co., Ltd. or an affiliate of ucfunnel or ucfunnel Co., Ltd. and (ii) “**ucfunnel Entities**” are the ucfunnel Companies and their officers, directors, consultants, contractors, agents, attorneys, employees, and third-party service providers. Terms used in any Insertion Order, but not defined therein, have the meanings given to such terms in these Terms and Conditions. All definitions apply to both their singular and plural forms, as the context may require.

1. Advertising Services (“Service”): Before you use the ucfunnel Service, you need agree as followings:

1.1 This site usage agreement governs your use of the ucfunnel website located at www.ucfunnel.com and all associated sites linked to www.ucfunnel.com by ucfunnel, its subsidiaries and affiliates, including ad serving and all supportive services around the world. The ucfunnel website is the property of ucfunnel.

1.2 **a. Self-service** – all advertising services that are provided through tools on ucfunnel website. You agree that if you wish to use Self-service, your Campaign(s) will be created and managed by you. Upon your request ucfunnel can provide help and support, however, all actions should be done by you through your ucfunnel account; or

b. Dedicated campaign management service – all advertising services that are provided by ucfunnel managers. You will be allocated a personal traffic manager who will manage your Campaign(s) according to your needs and requests. For such type of advertisement service, a separate insertion order must be applied for each created Campaign to further regulate Campaign parameters.

1.3 You can become an ucfunnel Advertiser if you are a natural person with full active legal capacity or you are a legal person and you comply with ucfunnel general terms and conditions. In order to become an Advertiser on the ucfunnel platform, you must first apply for an ucfunnel account via ucfunnel website following ucfunnel account usage agreement (if you wish to use Self-service) or register yourself as an Advertiser by directly contacting ucfunnel (in case you wish to use Dedicated campaign management service) and submit your Site(s) for acceptance by ucfunnel. To submit your Site you must follow the guidelines provided in ucfunnel general terms and conditions.

1.4 By registering your account you confirm your understanding and unreserved acceptance of ucfunnel general terms and conditions.

2. Payments and Measurements

2.1 Advertiser shall pay ucfunnel the fees incurred by the Service in the currency and under the payment method designated under the agreement or Booking Form. ucfunnel provides and you may choose from the following types of Campaigns depending on the required pricing model:

Cost per Lead (CPL): every subscription by a user referred by a Advertiser

Cost per Mil (CPM): each 1000 impressions (i.e. the appearance of the advertisement on the user's screen)

Cost per Action (CPA): each agreed and specified action

Cost per Click (CPC): each time the advertisement is clicked

Cost per Sale (CPS) (fixed price): a fixed price for each order (sale) from a

user referred by a Advertiser or **Cost per Sale (CPS) (%)**: a percentage of each order (sale) from a user referred by a Advertiser

2.2 Advertiser agrees to calculate the service fees payable to ucfunnel at the rate applicable to the Service of ADN and/or DSP. ucfunnel shall collect the fees related to the Service under the payment method agreed by ucfunnel, including but not limited to, media fees, production fees, service fees, remittance charges, customs duties and withholding tax, as well as the advertisement impression fees paid for purchase of the advertisement impression positions provided by any distributing websites or distributors in the form of DSP real-time bidding ("RTB").

2.3 Upon ucfunnel's approval, Advertiser may prepay the fees or pay the fees in arrears. Where ucfunnel agrees Advertiser to pay the fees in arrears, ucfunnel will issue an invoice immediately at the end of the activity under the agreement or Booking Form, or send the invoice to Advertiser at the mailing address or via the email box provided by Advertiser. Advertiser shall pay ucfunnel the invoice amount in full in cash or by T/T or check pursuant to the payment terms referred to in the agreement or Booking Form. All of the fees paid by Advertiser are non-refundable.

2.4 The accumulated fees incurred by Advertiser's use of the Service of ADN and/or DSP provided by ucfunnel shall be no more than the credit limit authorized by ucfunnel. Where Advertiser's accumulated fees are more than the credit limit authorized by ucfunnel, Advertiser shall pay ucfunnel the fees already incurred in the manner agreed under the agreement or Booking form. Advertiser's failure to pay such fees shall result in ucfunnel's termination of the Services and advertising activities booked by Advertiser and also claim against Advertiser for the fees already incurred but unpaid.

2.5 Where Advertiser makes the payment in cash or by sight check within 7 days upon ucfunnel's invoicing date, Advertiser shall be entitled to the discount in cash equivalent to 2% of the total invoice amount.

2.6 Where Advertiser's payable accounts are overdue beyond the time limit agreed under the agreement or Booking Form, Advertiser shall pay ucfunnel the overdue accounts, plus 1.5% thereof, for each overdue month, in cash or by T/T or sight check.

2.7. Where ucfunnel agrees Advertiser to issue an invoice to a third party to have the third party pay the invoice amount in full on behalf of Advertiser, Advertiser guarantees that the third party will make the payment in the manner referred to in the agreement or Booking Form within the initial specific time limit and shall comply with the Terms and Conditions herein and requirements referred to in the agreement or Booking Form. The third party's failure to make the payment within the time limit shall constitute Advertiser's breach of contract. ucfunnel may claim the arrears against the third Advertiser and Advertiser shall be jointly and severally liable for the full invoice amount and other derivative expenses as incurred (including but not limited to, interest accruing on the overdue payment, attorney fee and handling charges, et al.).

2.8. Where Advertiser's advertisement account does not engage in any activities for more than 24 months, ucfunnel may close the account, and the balance of the unused balance in the account, if any, will be refunded to Advertiser less the fees due from Advertiser, if any. Where it is impossible for ucfunnel to refund the balance according to the correspondence information provided by Advertiser to ucfunnel, ucfunnel will handle the balance in the manner specified under XXXX's policy and procedure. Where the unused balance of Advertiser cannot afford to settle the fees, ucfunnel may invoice Advertiser for the fees remaining unpaid immediately.

2.9. Where Advertiser has any questions about the fees, it shall submit a written statement about the disputed fees to ucfunnel within 60 days upon occurrence of the fees; or, it will be held waiving the right to dispute, and the fees will sustain and no further dispute may be raised against the fees. Where Advertiser fails to make the payment pursuant to the agreement or Booking Form, Advertiser shall also pay ucfunnel the reasonable expenses incurred by ucfunnel for reminding the fees (including but not limited to, interest accruing on the overdue payment, attorney fee and handling charges, et al.).

3. Tracking

3.1 In case of dedicated campaign management service you must agree with ucfunnel on a tracking system, which would enable ucfunnel to track the agreed actions.

3.2 You must ensure that the tracking system works correctly and that ucfunnel is notified of every agreed action. You must bear and indemnify ucfunnel against any costs or damages associated with the loss of tracking due to circumstances attributable to you.

4. Intellectual Property

4.1 Subject to your compliance with this site usage agreement, ucfunnel grants you a revocable, limited, non-exclusive, non-transferable and non-sublicensable license to access and use ucfunnel services and products (including scripts, software, promo materials etc.).

4.2 You may not copy, modify, distribute, sell, or lease any part of our services or included products, nor may you reverse engineer or attempt to extract the source code of that product, unless you have explicit written permission. You will not remove, obscure, or alter copyright notice, brand features, or other proprietary rights

notices affixed to or contained within any ucfunnel services, products, site, content and documentation.

4.3 ucfunnel will not bear any liability toward Advertiser or any third party's website. Advertiser hereby agrees, represents, warrants and undertakes that:

- (a) Any "information" provided or accessed on the websites related to the agreement or Booking Form and/or Advertiser's website will be updated from time to time to ensure the accuracy and promptness of the information.
- (b) Any information as provided shall be created by Advertiser originally, or Advertiser has acquired all of the licenses required for the text, network links, images, charts, voices or films used under the agreement or Booking Form, and Advertiser will bear all necessary royalties and license fees (e.g. the related fees of entities licensing copyright).

4.4 Advertiser's license or provision of the data, information, advertisement materials (including but not limited to, any text, network links, images, charts, voices or films, et al.) required by the Service to Ucfunnel shall constitute its agreement to grant Ucfunnel a non-exclusive, non-proprietary and global license for, or right to access, the same, without consideration, to achieve the processing or application of, or access to, the Service as required:

- (a) Access to and production, reproduction, re-adaption, reformatting, re-compilation, re-writing, telefax, deletion, edition, and/or modification of Advertiser's information and advertisement materials, including public display, public communication, public transmission and distribution.
- (b) Access to or indexing or saving of Advertiser's advertisements, networks linking with the advertisements or any part thereof in any manner (including such software as spider and/or crawler).
- (c) Reproduction and display of any text, images, charts, voices or films related to Advertiser's advertisements on the websites linking with Advertiser's advertisements.
- (d) Reproduction and display of the trademarks, logos and other identifiable text related to Advertiser, or Advertiser's advertisement materials or the advertised products or services.
- (e) Use of the related data or information to conduct research, survey or marketing, or release of the same in news.
- (f) Distribution, transmission and display of Advertiser's advertisement via ucfunnel's ADN or any other third party's advertisement networks ("Third-Advertiser Networks").
- (g) ucfunnel shall be entitled to use the original data collected in the advertising activity under the Service (including but not limited to, number of clicks, occurrence time of clicks, turnover number, bidding and cost per click, et al.) to optimize and organize Ucfunnel's algorithm or logic.

4.5 ucfunnel shall be responsible for providing the related advertisement materials (including but not limited to, any text, network links, images, charts, voices or films, hereinafter referred to as the "advertisement materials" collectively) according to ucfunnel's advertisement policies and requirements, and agree to undergo ucfunnel's review prior to release of the advertisement materials. ucfunnel shall be entitled to conduct review before running any advertisements on behalf of Advertiser. Where the information or advertisement materials provided by Advertiser do not meet ucfunnel's criteria governing review on advertisements, ucfunnel shall be

entitled to reject, cancel, stop or remove any advertisements, information or positions. ucfunnel shall not be liable for any damages caused to Advertiser, if any, and ucfunnel's personnel shall not bear any liability, either.

4.6 ucfunnel's review on the advertisement materials provided by Advertiser does not constitute ucfunnel's liability or obligation to guarantee. Where the broadcast of Advertiser's advertisement materials resulted in punishment or charge by any competent authority or third party, Advertiser shall be liable for it solely.

5. Guarantee

5.1 You undertake to ensure that you have all necessary rights, permits and licenses for the display of the Campaign ads and the operation of your Sites and business activities in the selected countries. If you breach this obligation, ucfunnel will be allowed to terminate the Contract with you prematurely without prior notice, without prejudice to the damages that ucfunnel may demand from you. In addition you must ensure that the content of your ads and your Site follow all guidelines provided in ucfunnel general terms and conditions, including in the quality agreement. Any Campaign is published under the responsibility of the Advertiser.

5.2 The Advertiser declares and guarantees that any Campaign is in accordance with the laws and regulations in force, especially internet and advertising laws and does not infringe any third party's intellectual property rights or privacy

5.3 ucfunnel reserves the right to refuse or to delete any Campaign which does not comply with laws and regulations in force. In this case no indemnity shall be claimed by the Advertiser to ucfunnel.

6. Advertisers Obligations

6.1 In order to ensure a good experience for Internet users and Advertisers, you and other Advertisers participating in the ucfunnel program are required to follow this Advertiser quality guideline.

6.2 You undertake to ensure that you have all necessary permits and licenses for the display of the Campaign ads and the operation of Advertiser sites and business activities in the selected countries. In addition you must ensure that the content of the ads and your Site are following all guidelines provided in ucfunnel general terms and conditions.

6.3 You declare and guarantee that your Campaign, including the Advertiser Site does not contain any of the material of the type identified in Content Policy to this **Terms and Conditions**:

6.4 You agree to inform ucfunnel promptly of all significant changes to the look and/or content of your Campaign ads and Sites.

6.5 It is your responsibility to ensure that your Campaign, including your Campaign ads and Advertiser sites, met this Advertiser quality guideline at all times. ucfunnel has the right to check your compliance with this policy at any point during the time your Contract with ucfunnel is valid.

7. Fraudulent Activity

7.1 Notwithstanding any other provision of this Agreement, ucfunnel will not be liable to the Advertiser or any third party for any Remuneration arising out of activity that is intended to inflate CPL, CPA, or CPC figures (“**Fraudulent Activity**”), including the provision of false lead information or multiple leads from a single individual. Advertiser will take all commercially reasonable steps to prevent such activity. ucfunnel in our sole discretion will determine if Fraudulent Activity has occurred, and will have the right to withhold payment of Remuneration until final determination of the validity of the activity. If ucfunnel discovers Fraudulent Activity after payment of Remuneration that derives from such activity has been made, ucfunnel may, at its option, offset the amount of such payment against any future payments to Advertiser or, at ucfunnel’s written request, Advertiser will immediately repay such payment in full to ucfunnel. Advertiser further agrees to provide full cooperation to ucfunnel in any investigation of possible Fraudulent Activity, including reasonable access to Advertiser’s access logs and other customer and affiliate information related to such investigation.

7.2 ucfunnel reserves the right to qualify leads and will not pay for duplicate CPL/CPA entries, incomplete entries, or entries that are determined to originate from Fraudulent Activity. ucfunnel also may refuse payment for leads originating from any program in which incentives or rewards were used as a means of increasing lead conversions.

8. Indemnification

8.1 Advertiser, at its own expense, will at all times indemnify, defend, and hold harmless the ucfunnel Entities from and against any and all claims, demands, liabilities, costs, and expenses, including reasonable expenses of investigation and reasonable legal fees and costs, in connection with any third-party claim, suit, action, allegation, or other proceeding brought against any of the ucfunnel Entities based on, arising out of, or relating to (i) Advertiser’s breach of any of its representations or warranties under this Agreement, (ii) Advertiser’s modification of the Advertising in any way in violation of the Agreement, (iii) the use of the Advertising in violation of the Agreement, or (iv) an allegation that Advertiser Media infringes any applicable copyright laws. In connection with any indemnity claim, the Advertiser, at its option, will have sole control of the defense of the claim and all negotiations for any settlement or compromise, provided that a ucfunnel Entity is entitled to participate in its own defense at its expense. Advertiser will not enter into any settlement or compromise of any claim, which settlement or compromise would result in any liability to a ucfunnel Entity, without such ucfunnel Entity’s prior written consent.

8.2 The indemnified party (i) will give the indemnifying party prompt notice of the relevant claim (provided that a failure or delay in providing such notice will not relieve the indemnifying party’s obligations except to the extent prejudiced by such failure or delay), and (ii) cooperate reasonably with the indemnifying party, at the indemnifying party’s expense, in the defense of such claim.

9. Confidentiality

“Confidential Information” means any information disclosed by you to us or us to you, either directly or indirectly, in writing, orally, or by inspection of tangible objects that is designated as “Confidential,” “Proprietary,” or some similar designation. Information communicated orally and/or other intangible information will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party’s third parties. Confidential Information will not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party’s files, records, and/or other competent evidence immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by documents and other competent evidence in the receiving party’s possession. The receiving party will not at any time (i) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information of the disclosing party (except to disclose or make available to, in your case, your employees, and in our case, our employees, agents, representatives, contractors, account managers, and Affiliates, in each case who have a legitimate need to know such Confidential Information), or (ii) use, reproduce, or copy any Confidential Information of the disclosing party, except as necessary in connection with the purpose for which such Confidential Information is disclosed to the receiving party by the disclosing party, or in connection with or as set forth in the **Terms and Conditions**. All Confidential Information will remain the disclosing party’s property and all documents, electronic media, and other tangible items containing or relating to any Confidential Information of the disclosing party will be delivered to the disclosing party promptly upon the disclosing party’s written request. Notwithstanding the foregoing, neither we nor you will be required to remove copies of the other party’s Confidential Information from any backup media or servers. Nothing contained in the **Terms and Conditions** will prevent you or a **Company** from complying with privacy laws and regulations. The receiving party may disclose Confidential Information of the disclosing party in connection with subpoenas, court orders, other legal processes, or as otherwise required by law, provided that the receiving party gives the disclosing party prompt written notice of such requirement (unless expressly prohibited in writing in such subpoena, court order, or other legal process) prior to such disclosure and takes reasonable steps to protect the information from public disclosure, and provided further that any such disclosure is limited to the minimum extent necessary to comply with the legal requirement. Notwithstanding anything to the contrary in the **Terms and Conditions**, all data and information gathered or received by us in connection with the Advertising, including your Confidential Information, and all information described in our privacy policy may be shared with and used by (x) the **Entities** (and you acknowledge the country of the **Entity** receiving the data or information may not afford the same level of protection of such data as the

country in which the data or information was collected), and/or (y) certain selected third parties only in aggregate form.

10. Warranties

10.1 Advertiser shall warrants that the provision of goods and/or performance of the services will not infringe, misappropriate, or violate any copyright, patent, trade secret, or other proprietary or intellectual property right of any third party. Advertiser further warrants that it will perform its services hereunder in compliance with all applicable federal, state, and local laws, rules, and regulations.

10.2 OTHER THAN AS SET FORTH IN THIS SECTION 10, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT.

11. Limitation of Liability

EXCLUDING ANY OBLIGATIONS ARISING UNDER SECTION 8 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF BUSINESS PROFITS, OR BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF YOU OR WE ucfunnel HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, EACH OF YOUR OR A UCFUNNEL ENTITY'S MAXIMUM CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF (A) THE AMOUNT ACTUALLY PAID IN THE LAST TWELVE MONTHS BY ucfunnel TO ADVERTISER PURSUANT TO THIS AGREEMENT OR (B) U.S. \$100,000.

12. Termination

12.1 ucfunnel may terminate this Service at any time, with or without cause. Advertiser may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to ucfunnel; provided, however, that any Advertising being delivered pursuant to an Insertion Order will continue to be delivered until the Insertion Order expires as defined in such Insertion Order.

12.2 Upon termination of this Service by either you or us, Advertiser will refund payments received for any Advertising not delivered to Advertiser Media, if any, and ucfunnel will pay Advertiser for all undisputed Remuneration due to Advertiser under Section 2 of the Agreement through the date of termination.

12.3 Any termination under this Section 12 will be without prejudice to any rights of you or us with respect to any breach committed prior to the date of (or giving rise to) such termination and to those provisions of the **Terms and Conditions** which are specified, or by their construction intended to survive, such termination.

12.4 Sections 2 through 6, and 8 through 16 of these Terms and Conditions and the defined terms of the Agreement will survive termination of the **Terms and Conditions**.

13. Notices

All notices and other communications to be given for this Service must be in writing and (a) delivered by recognized overnight courier to the address on the applicable Insertion Order (established by written verification of personal, certified, or registered delivery by courier or postal service), (b) sent by first class mail, return receipt requested, to the address set forth in the applicable Insertion Order, (c) sent by email at the email address set forth in the applicable Insertion Order for either you or us, or (d) delivered by hand, and will if delivered by recognized overnight courier or by hand be deemed served on the day of delivery or if by first class mail, be deemed served on the third day after proof of service or if by email be deemed served on the day of delivery (provided proof of the successful sending of the email is retained and sender does not receive an out of office reply).

14. Entire Agreement

This **Terms and Conditions** represents the entire agreement and understanding between you and us with respect to the subject matter thereof, and supersedes all proposals, representations, claims, and communications in all forms of media (including all instructions, advertisements, messages, and policies), written and oral, regarding the subject matter contained herein.

15. Miscellaneous

15.1 If any provision of the Service is held or made invalid or unenforceable for any reason, such invalidity will not affect the remainder of the **Terms and Conditions**, and the invalid or unenforceable provision will be replaced by a valid provision that has a similar economic effect.

15.2 No waiver by you or us of a breach of any provision hereof will be deemed a waiver of any other breach of such provision or a waiver of the provision.

15.3 ucfunnel may assign all or any of its rights and obligations under this **Terms and Conditions**.

15.4 Advertiser will not assign or otherwise transfer any of its rights and obligations under this **Terms and Conditions** without the prior written consent of ucfunnel.

15.5 In the event of any discrepancy between an Insertion Order and the Terms and Conditions, the Terms and Conditions will prevail unless otherwise expressly stated in the Insertion Order.

15.6 Words and phrases accorded a particular meaning in any Section or provision of this **Terms and Conditions** will (unless the context otherwise requires) be accorded that meaning when they appear elsewhere in the **Terms and Conditions**, the word “including” is a term of enlargement meaning “including without limitation” and does not denote exclusivity, and the words “will,” “shall,” and “must” are deemed to be equivalent and denote a mandatory obligation or prohibition, as applicable.

15.7 Neither you nor we will have any liability under the **Terms and Conditions** by reason of any failure or delay in the performance of our or your

obligations on account of strikes, shortages, riots, acts of terrorism, insurrection, fires, flood, storm, explosions, earthquakes, Internet and/or electrical outages, computer viruses, acts of God, war, governmental action, or any cause that is beyond our reasonable control.

15.8 The **Terms and Conditions** may not be amended, modified, or supplemented by us from time to time. You shall following our website and your contact email at anytime.

16. Governing Law

The terms of the Agreement and any dispute relating thereto or between you and us will be governed by the laws of Taiwan, the Republic of China. All claims, causes of action or disputes (regardless of theory) arising out of or relating to the Agreement, or the relationship between Advertiser and ucfunnel, shall be brought exclusively in the Taipei District Court, Taipei, Taiwan.

Content Policy

Hate Content

Content articulating views intended or reasonably likely to cause or incite hatred of any race, religion, creed, class, or ethnic group.

Content articulating views calculated to cause offense to or incite hatred of any individual or group.

Content explicitly glorifying or delivering for the purposes of entertainment, scenes or descriptions of pain, suffering, death, torture, or ill-treatment of humans or animals.

Sexually explicit content depicting illegal acts including but not limited to content featuring minors and content featuring non-consensual acts, real or implied.

Bombs/guns/ammunition

Content offering genuine or replica guns, bombs, ammunition, or other offensive weapons for sale.

Content glorifies the use of offering technical information on guns, bombs, ammunition, or other offensive weapons.

Invalid Clicks

Invalid clicks are clicks generated by prohibited methods.

Examples of invalid clicks include repeated manual clicking or the use of robots, automated clicking tools, or other deceptive software. Invalid clicks are sometimes intended to artificially or maliciously drive up an advertiser's clicks or the Advertiser's earnings. Sources of invalid clicks include:

- Manual clicks intended to increase costs to the advertiser or to increase profits for website owners hosting the advertising.
- Clicks by automated tools, robots, or other deceptive software.

Spyware

Any software covertly installed on a user's machine (as distinct from the addition of a cookie to the appropriate location within the user's browser software).

Specifically Spyware is:

- installed without the user's full knowledge;
- cannot be easily uninstalled or disabled;
- covertly transmits information about the user's activities to a remote host often used to facilitate delivery of advertising messages, often with a high frequency; and
- those applications that are a sub-set of spyware being, malware (malicious code). Malware includes viruses, worms, and Trojans. A defining characteristic of malware is that it is intended to cause harm or be otherwise

used for criminal purposes. Examples of spyware in this category are keystroke loggers, password sniffers, spam launchers, remote access tools (RATs), and screen capture utilities.

Porn

Sexually explicit content transmitted or published for the purposes of entertainment including photographs, videos, and text depicting or describing legal sexual acts between consenting adults.

Peer to Peer

Peer-to-peer (referred to as P2P) is a type of transient Internet network that allows a group of computer users with the same networking program to connect with each other and directly access files from one another's hard drives.

File Sharing

Any site allows users to freely download or exchange software including music files, games, movies, and software applications.

Incentivized Clicks

Clicks made on an HTML link by live users who subsequently receive some reward or incentive for making the click, for example, additional loyalty points added to an account redeemable for goods upon achievement of certain targets. This type of inventory may or may not operate a “timeout” on repeat clicks on the same link from the user within a given time span.

Adware

Advertising delivery software hosted on a user's machine which has been downloaded by the user typically in return for a product or service, for example toolbars, emoticons, and other desktop applications.

To be considered legitimate, adware must:

- be deliberately downloaded by the user in fair and equitable exchange for a product or service;
- be downloaded under circumstances where the user makes a positive opt-in to the service under terms and conditions that are overt, clear, and in no way attempt to confuse or deceive;
- offer the user a clear, effective, and simple path to unsubscribe from any relevant service and facilitate easy de-installation of the associated advertising software; and
- operate a reasonable frequency control policy for advertising inventory – (*e.g.* each user to be exposed to not more than three (3) advertising impressions in any 24 hour period).

Uncontrolled or un-moderated forums

Online discussion groups and newsgroups not subject to any editorial control or moderation by Advertiser.

Foreign Sites

Any content includes a significant proportion of the text which appears in a language other than the English.

Self Generated Content which facilitates downloads of dynamic content

RSS feeds, blogs, and personal home pages comprising independent publication of personal thoughts, photographs, and Web links which may or may not be subject to editorial moderation for questions of legality, accuracy, decency, and truthfulness. Such content may or may not facilitate file-sharing.

Personal Home Pages

Independent publication of personal thoughts, photographs, and web links which may or may not be subject to editorial moderation for questions of legality, accuracy, decency and truthfulness.

Personal Blogs

A frequent, chronological publication of personal thoughts and web links which may or may not be subject to editorial moderation for questions of legality, accuracy, decency and truthfulness.

Politically Sensitive Content

Any site or blog the majority of whose editorial content is aimed at furthering the cause of any established political party, organized, or informal pressure group especially where the views espoused therein are likely to cause offence.

Desk-top applications

Software applications downloaded to a user's machine from the web usually delivering some product or service (*e.g.* instant chat, dating services, emoticons & toolbars). Desk-top applications are often offered in exchange for or as a download vehicle for adware.

Toolbars

A toolbar is a window whose buttons represent tools, menu items, or actions. The toolbar can be located along the top, bottom, or sides of a frame window or can "float" and be positioned anywhere on the user's desktop. Downloadable toolbars often incorporate or facilitate the delivery of advertising messages.

- SYNDICATION ATTACHMENT

1. **Definitions.**

- (a) “Syndication Affiliate” means a third Advertiser approved by ucfunnel (i) to or for whom Advertiser sublicenses, distributes, or provides access to Advertising; (ii) on whose behalf Advertiser hosts or display Advertising; or (iii) with whom Advertiser shares the Remuneration that Advertiser receives from ucfunnel under this Agreement.
- (b) “Syndicated Site” means the Syndication Affiliate websites that ucfunnel approves in writing. Additional or successor sites owned or operated by approved Syndication Affiliates must each be individually approved by ucfunnel for sublicensing.
- (c) “Syndicated Applications” means the Syndication Affiliate software application(s) that ucfunnel approves in writing. Additional or successor software applications owned or operated by approved Syndication Affiliates must each be individually approved by ucfunnel for sublicensing.
- (d) “Syndication Right” means the right for Advertiser to sublicense display host or otherwise provide Advertising and Licensed Tool to Syndicated Sites.

2. **Approval.** Advertiser must complete the Syndication Partner Approval Form (“SPAF”) for each Syndication Affiliate and each Syndicated Site and must obtain ucfunnel’s written approval of each Syndication Affiliate and each Syndicated Site. Advertiser will not sublicense, display, host or otherwise provide Advertising and Licensed Tool to or for any Syndication Affiliate or any Syndicated Site that has not been approved by ucfunnel in writing or for which ucfunnel has terminated its approval. Advertiser may request approval of new Syndication Affiliates and Syndicated Sites by submitting a written proposal containing at least the following:

- (a) Syndication Affiliates: the Syndication Affiliate’s full legal name, contact information, a list of all websites that the Syndication Affiliate wholly-owns, majority-owns, controls and/or operates, a high level description of Advertiser’s arrangement with the Syndication Affiliate and any other information ucfunnel requests.
- (b) Syndicated Sites: traffic volume, ad positions, mockups of the proposed implementation, and any other information ucfunnel requests.

ucfunnel will provide Advertiser with a written acceptance or rejection of each proposal after receipt of the information described above. ucfunnel may reject any proposed Syndication Affiliate and any proposed Syndicated Site for any reason or no reason, in its sole discretion.

3. **Required Terms.** Advertiser’s written agreement with each Syndication Affiliate will include the following:

- (a) ucfunnel will be identified as a third ucfunnel beneficiary of Advertiser's agreement with the Affiliate, entitled to enforce the provisions of that agreement as they pertain to ucfunnel;

- (b) An expiration date for the sublicensing of Advertising that is no later than the end of the Term;
- (c) Implementation requirements and mockups that are substantially identical to those in Attachment A;
- (d) The Syndication Affiliate's explicit agreement that (i) the Syndication Affiliate will not assign any right to, or further sublicense, the Advertising and License Tool provided by Advertiser; and (ii) the Syndication Affiliate will not commit any act listed in Section 7 ("**Fraudulent Activity**") of the Terms and Conditions; and
- (e) The Syndication Affiliate's acknowledgement that ucfunnel may terminate Advertiser's ability to sublicense to Affiliate on 24 hours' notice, for any reason or no reason.

Advertiser and the Syndication Affiliate will not modify their agreement as it pertains to ucfunnel without ucfunnel's prior written consent. Advertiser will require the Syndication Affiliate to sign a written letter acknowledging each term above and will provide a copy of the letter to ucfunnel before ucfunnel's approval of the Syndication Affiliate will take effect.

4. Advertiser's Additional Obligations.

- (a) Unless ucfunnel consents in writing, Advertiser will not permit Syndication Affiliates to use Advertising and Licensed Tool. If ucfunnel agrees to allow an Affiliate to use Advertising and Licensed Tool, Advertiser will require the Syndication Affiliate to meet all of Advertiser's obligations under this Agreement with respect to the use and/or display of Advertising and Licensed Tool.
- (b) Advertiser will ensure that Advertising and Licensed Tool are not provided to any entity other than the Syndication Affiliate that owns the Syndicated Site, and are not sublicensed or distributed beyond the Syndicated Site.
- (c) Advertiser will ensure that the Syndication Affiliate complies with the provisions of its agreement with Advertiser and with this Agreement. For clarity, the parties agree that all of ucfunnel's rights and Advertiser's obligations under this Agreement apply to Syndicated Sites.
- (d) Advertiser will maintain the technical ability to immediately suspend its provision of Advertising and Licensed Tool for individual Syndication Affiliates and individual Syndicated Sites.
- (e) Advertiser will provide ucfunnel with a list of Internet Protocol addresses of its own servers and Syndication Affiliates' servers used to send Queries to ucfunnel ("**Recognized Servers**") and promptly notify ucfunnel in writing of any changes or additions to such list. ucfunnel will have no obligation to make payment to Advertiser with respect to Queries from servers that are not Recognized Servers.
- (f) Advertiser will provide ucfunnel with a written report of all current Syndication Affiliates and Syndicated Sites upon ucfunnel's request.

- (g) Advertiser will implement separate source feed indicators for each Syndication Affiliate and each implementation prior to launch of services, in addition to any other source feed indicators required by ucfunnel during the Term.
- (h) Advertiser will immediately notify ucfunnel of any Affiliate's failure to comply with any of the requirements in this Syndication Attachment and immediately terminate any Syndication Affiliate that sublicenses or distributes any Licensed Tool beyond the Syndicated Sites.

5. Compensation.

- (a) Gross Revenue generated by Syndicated Sites will be treated in the same manner as the other Gross Revenue earned under this Agreement. ucfunnel will make no compensation directly to any Syndication Affiliate and will have no responsibility for Advertiser's pricing or payment to Syndication Affiliates.
- (b) Advertiser's or Syndication Affiliate's violation of any requirements in this Syndication Attachment (including requirements incorporated by reference) shall result in a charge of 2% of the Gross Revenue generated through the Syndicated Sites per violation for each month in which Advertiser or the Syndication Affiliate is not compliant, which fee helps to cover ucfunnel's costs in monitoring and administering its sublicensing policies. ucfunnel may deduct this charge from its payment(s) to Advertiser. This charge shall be in addition to any other remedy available to ucfunnel under this Agreement or at law.
- (c) If Advertiser generates any revenue while Advertiser or a Syndication Affiliate is in violation of any requirement of this Syndication Attachment, ucfunnel reserves the right to exclude the revenue attributable to such violation from its calculation of any amounts owed to Advertiser.

6. No Restrictions. Nothing in this Agreement will prevent ucfunnel from marketing or providing any product or service directly or indirectly to any prospective or approved Syndication Affiliate.

7. Audit. ucfunnel may audit Advertiser for compliance with this Syndication Attachment once in each 6 month period during the Term and once during the 90 day period following expiration or termination of this Agreement. Each audit will apply to the prior 6 months. The audit may be conducted by ucfunnel or by an independent third Advertiser auditor reasonably acceptable to Advertiser, at ucfunnel's own expense. The audit will be conducted at a mutually agreed time during normal business hours. The third Advertiser auditor will be bound to confidentiality obligations substantially similar to the confidentiality obligations in this Agreement, and the results of the audit and all information reviewed during such audit will be deemed Advertiser's confidential information. The auditor may review only those records that are reasonably necessary to determine Advertiser's compliance with this Syndication Attachment.

8. Suspension and Termination.

- (a) If a Syndication Affiliate or Advertiser, with respect to that specific Syndication Affiliate, fails to comply with any requirement hereunder, ucfunnel may do one or more of the following:

- (i) Suspend provision of Advertising to the Syndication Affiliate until the Syndication Affiliate becomes compliant;
 - (ii) Suspend provision of some or all Licensed Tool to Advertiser until the Syndication Affiliate becomes compliant or is terminated by Advertiser; and/or
 - (iii) Terminate the Syndication Affiliate's approved status immediately upon notice without any cure period.
- (b) ucfunnel may terminate Advertiser's Syndication Right, subject to a 24 hour cure period, if Advertiser or a Syndication Affiliate fails to comply with any requirement hereunder; provided that, if there has (i) been a previous instance of non-compliance by any Syndication Affiliate or by Advertiser or (ii) if Licensed Tool are provided, sublicensed or distributed to any rejected or terminated Syndication Affiliates or Syndicated Sites, then ucfunnel may terminate Advertiser's Syndication Right without any cure period. In addition, ucfunnel may suspend Advertiser's Syndication Right in the event of any noncompliance with any requirement hereunder.
- (c) ucfunnel may terminate this Agreement, subject to a 24 hour cure period, if Advertiser or an Affiliate fails to comply with any requirement hereunder; provided that, if (i) there have been 2 previous instances of non-compliance by any Syndication Affiliate, or (ii) there has been a previous instance of non-compliance by Advertiser, then ucfunnel may terminate this Agreement without any cure period.
- (d) In addition to the foregoing, ucfunnel may terminate the approved status of any Syndication Affiliate and/or any or all Syndicated Site(s) for any or no reason, on 24 hours' notice to Advertiser. Within 24 hours of receiving such notice, Advertiser will stop sending ucfunnel any ad call from the Syndication Affiliate and/or Syndicated Site(s).

9. **Indemnity.**

- (a) Claims by Syndication Affiliates against Advertiser will not constitute third party claims covered by ucfunnel's indemnity obligations in Section 8.2 of the Terms and Conditions.
- (b) Without limiting Advertiser's other indemnification obligations under this Agreement, Advertiser will (i) indemnify, defend and/or settle, and pay damages awarded pursuant to, any third party claim brought against ucfunnel, any ucfunnel Related Advertiser and any Advertiser, arising out of or related to any Syndicated Site and/or any Syndication Affiliate; and (ii) reimburse ucfunnel for any reasonable payment made to its Advertisers in settlement of costs, attorneys fees and damages incurred by such Advertisers in connection with bona fide, non-frivolous investigations or claims against such Advertisers, resulting from any Syndicated Site or the actions or inactions of any Syndication Affiliate, even if no formal claim has been brought against ucfunnel or its Advertisers or tendered pursuant to the procedure set forth above. The limitation of liability described in Section 11 (Limitation of Liability) of the Terms and Conditions shall not apply to any amounts owed by Advertiser under this Section.

10. Misc. In the event of a conflict between the terms of this Syndication Attachment and any other provision of the Agreement, the terms of this Syndication Attachment will govern as to the sublicensing of Advertising.