

Affinity Publisher Terms of Service

This Publisher Agreement ("Agreement") is by and between Affinity Global Inc. of 20 N Wacker Drive, 12th Floor, Chicago, IL 60606 ("Affinity") and you, the party identified in the Registration Form ("Publisher"). This Agreement includes all attached schedules and other agreements, policies, and documents incorporated by reference herein. The terms and conditions of this Agreement, including all referenced and attached documents herein, shall govern the respective rights and obligations of Affinity and Publisher. This Agreement shall become effective and binding on Publisher as of the date and time (as recorded by Affinity) on which Publisher accepts this Agreement by clicking the "I AGREE" button below. Affinity and Publisher are each also referred to herein as a "Party" and collectively the "Parties."

RECITALS

1. Affinity provides M-Canvas, In-Margin, In-Footer, In-page and M-Page Services.
2. Publisher wishes to use Affinity's services in association with the Web sites under the ownership and/or control of Publisher.

TERMS AND CONDITIONS

1. DEFINITIONS

All capitalized terms herein shall take on the meaning attributed to them below:

1.1 "Additional Term" means the period commencing from the expiration of the Initial Term and ending at 12 a.m. Central Time of the 1-calendar-year anniversary date thereof.

1.2 "Advertisements" mean the advertisements from Advertisers that are provided by Affinity over an Approved Protocol for display on Publisher Media.

1.3 "Advertisement Format" means the format in which the Advertisement is displayed on Publisher Media, including text and graphic banners. Advertisement Formats may vary for each Implementation. The current list of acceptable Advertisement Formats is in the Implementation Guidelines.

1.4 "Advertisers" mean all advertisers and any other third party Advertisement suppliers who have contracted with Affinity to have their Advertisements displayed or to supply Advertisements for display on Publisher Media.

1.5 "Affiliate" means any legal entity that owns, is owned by, or is under common ownership with a Party with ownership of the shares, interests or assets of such legal entity or Party, as applicable.

1.6 "Affinity Materials" include all text, images, illustrations, URLs, audio and multimedia files and/or text, technology, software, Web site data, source codes, digital files, customer lists, technical information, data, plans, user identifications, account numbers, encryption keys, digital certificates, account access and log-in information, passwords, and all other similar materials or information owned by or otherwise relating to Affinity or the Services (including the Affinity Technology). For the purposes of this Agreement and the Services offered pursuant to this Agreement, the term "Affinity Materials" shall also include Advertisements provided to Publisher from any Advertisers.

1.7 "Affinity Technology" means Affinity's proprietary technology (including Affinity's software applications, tools and any related technology that provide Advertisements to a Publisher to monetize Internet traffic and that allow the

Parties to earn money consideration for Sponsored Actions to the Advertisements displayed on Publisher Media), any hardware designs, algorithms, software (in source and object code), user interface designs, architecture, document type additions, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related Intellectual Property throughout the world and also including any Derivative Works, improvements, enhancements or extensions of Affinity Technology conceived, reduced to practice, or developed during the Term.

1.8 "Business Day" means any day between Monday to Friday (inclusive) that is not a statutory holiday in Chicago, Illinois.

1.9 "Calendar Day" means any day between Sunday to Saturday (inclusive).

1.10 "Confidential Information" includes any and all information or data of a Party that is disclosed to the other Party, either directly or indirectly, whether in writing, verbally, or by visual means, and which is designated (either in writing or verbally) as confidential, proprietary, or the like. However, such designation shall not be necessary to deem information as Confidential Information if the nature of the information makes it generally considered confidential commercially, which information includes information that relates to (a) trade secrets or know-how, (b) finance or accounting, (c) technology, research, or development, (d) internal processes or procedures, (e) algorithms, digital data, or designs, (f) business, operations, or planning thereof, (g) sales or marketing strategies, (h) the terms of any agreement between the Parties, and the discussions, negotiations, or proposals related thereto, including this Agreement.

1.11 "Derivative Works" mean (i) any software, work product, improvement, modification, alteration, enhancement, new version, update, localization, upgrade, port, translation, design or documentation, in any medium, format or form whatsoever, that is derived in any manner, directly or indirectly, from the Services (including the Affinity Technology) or any part or aspect thereof, or that uses or incorporates the Services or any part or aspect thereof; (ii) all derivative works of the Services (including the Affinity Technology) as defined in the Copyright Law of the United States, Title 17 U.S.C. §101 et seq.; (iii) all materials and documentation (including Affinity Materials) related to the foregoing; and (iv) all Intellectual Property related to the foregoing.

1.12 "Effective Date" means the date on which Publisher accepts this Agreement by clicking "I Agree" below.

1.13 "End User" means any bona fide Internet user using the Internet (which excludes use of spiders, Web crawlers, any type of robot or other mechanical, artificial or automated means) who visits or browses the Publisher Media or any component thereof in good faith and in a legitimate manner that is (a) not fraudulent, (b) not motivated or solicited by expectations of monetary or other gain, and (c) done in a manner that is legal or in accordance with good faith business practices and public policy, as determined by Affinity at its sole commercially reasonable discretion.

1.14 "Implementation" means the specific method of implementing the Services as further detailed in the applicable Implementation Guidelines.

1.15 "Implementation Guidelines" mean the guidelines for each Implementation and the restrictions specific thereto that Publisher must follow to be eligible to earn Revenue under this Agreement. Implementation Guidelines are available for review online at http://helpcenter.affinity.com/publishers/Publisher_Help_Center for every Implementation, and may be amended at any time by Affinity at its sole discretion.

1.16 "Initial Term" means the period commencing from the Effective Date and ending at 12 a.m. Central Time of the 1-calendar-year anniversary date thereof.

1.17 "Intellectual Property" means all rights, title, interest and benefit of a Party in and to intellectual property of every nature, whether registered or unregistered, including all copyrights, patents, trademarks, certification marks and industrial designs, applications for any of the foregoing, trade names, brand names, business names, trade secrets, proprietary manufacturing information and know-how, instruction manuals, inventions, inventor's notes,

research data, blue prints, drawings and designs, formulae, calculations, processes, prototypes, source codes, digital files, technology and marketing rights, together with all rights under license agreements, sublicense agreements, strategic alliances, development agreements, technology transfer agreements and other agreements or instruments relating to any of the foregoing, that are owned by a Party hereto (and, in the case of Affinity, includes the Services, Derivative Works, Affinity Technology, and Affinity Materials).

1.18 "Invalid Actions" mean any Sponsored Action or activity that does not qualify for Revenue Share or would otherwise be subject to recouping of Revenue Share payments, as determined by Affinity in its sole discretion. Invalid Actions may include but is not limited to errors, fraud, driving traffic to or from Restricted URLs, and/or any other actions Affinity considers invalid at its sole discretion.

1.19 "Net Revenue" means the money amount received by Affinity from Advertiser and Upstream partners for the clicks made on Advertisements on the Publisher Media, less all applicable taxes, transaction fees, commissions, referral fees, technology fees, recoupment by Advertiser or Upstream Partner, other charge-backs, bad debts, and other such deductions.

1.20 "Publisher Account" means a unique account specific to Publisher that is set up with Affinity to organize and manage the Services and the activities related thereto as they pertain to Publisher.

1.21 "Publisher Console" means Affinity's Web-based interface that allows viewing of information related to the Services and Publisher's use thereof.

1.22 "Publisher Media" means each Web site individually and all Web sites collectively that is/are owned and/or controlled by Publisher and that display the Advertisements pursuant to this Agreement.

1.23 "Restricted URL" means any URL that Affinity identifies as a URL for which Affinity does not provide the Services or Revenue Share. Affinity may amend this list at any time at its sole discretion. A restricted URL may also be one where any of the following applies:

- (a) Affinity does not have the right to use or to associate data with that URL.
- (b) Affinity does not have the right to reproduce or distribute any of the content available at that URL.
- (c) The URL infringes or potentially infringes the intellectual property rights of any third party.
- (d) The URL violates any applicable law, regulation, or rule.
- (e) The URL is subject to a court order for an injunction or restraining order.
- (f) The URL is libelous, defamatory, or obscene or contains material that is any of the foregoing.
- (g) The URL contains software, viruses, worms, or other code that is or may potentially be damaging or harmful to a Party's computer system or stored information.
- (h) The URL is otherwise contrary to the intended use of the Services.
- (i) The URL is requested to be blocked by any Advertiser.

1.24 "Revenue Share" means the percentage of the Net Revenue, which Affinity shall provide to Publisher in exchange for posting Advertisements on Publisher Media.

1.25 "Services" mean the services that Affinity provides to Publisher hereunder to implement and facilitate Publisher's use of Affinity Technology, including provision or use of the Affinity Materials, Publisher Account, Publisher Console, Revenue Share, and technical/customer support. The Services shall also include the provision of the following specific advertising services:

- (a) "M-Canvas Service" for displaying a two-part overlay Advertisement on Publishers' mobile website. The two part Advertisement consists of an Initiator and Impactor. Initiator is a 120x100 sized overlay which appears as the End User engages with Website content. Impactor is a full screen overlay which loads Advertisements upon clicking the Initiator by the End User. The Advertisements could be in any shape and form not limited to rich media, video, interactive games, lead generation forms, and standard IAB banners.

(b) "In-Margin Service" for displaying Advertisements only if there is enough space available outside of the Margins of a Publisher's desktop website. Margin is defined as the left and right border of a Web Site. Affinity Technology is used to identify if white space is available outside the Web Site margins dynamically based on the screen resolution of the End User. Such Advertisements can appear in the left and/or right margins of the Publishers' Web Site. The Advertisements could be in the form of standard IAB banners, rich media, video, or lead generation forms.

(c) "In-Footer Service" for displaying Advertisements anchored at the base of a Publisher's desktop website. The Advertisements could be in the form of standard IAB banners, text, rich media, video, or lead generation forms.

(d) "In-Page Service" for displaying standard IAB banner Advertisements on the Publisher's desktop website. The Advertisements could be in the form of standard IAB banners, text, rich media, video, or lead generation forms.

(e) "M-Page Service" for displaying standard IAB banner Advertisements on the Publisher's mobile Web sites. The Advertisements could be in the form of standard IAB banners, text, rich media, video, or lead generation forms.

1.26 "Sponsored Action" means any action carried out by an End User on or via Publisher Media in connection with Advertisements that is not an Invalid Action and that qualifies Publisher for Revenue Shares thereto.

1.27 "Term" means the Initial Term or any Additional Term of this Agreement as is applicable.

1.28 "Upstream Partner" means any third party that sources and supplies Advertisements to Affinity for display on Publisher Media.

2. TERM & RENEWAL

2.1 Term. This Agreement shall remain in effect for the duration of the Initial Term and any Additional Term as defined hereunder.

2.2 Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive Additional Terms, unless either Party terminates this Agreement in accordance herewith.

3. THE SERVICES

3.1 Provision of Services. Affinity provides M-Canvas, In-Margin, In-Footer, In-page and M-Page Services.

3.2 Amendment of Services. Affinity may, at its sole discretion, add to, modify, cancel, or remove any of the Services, whether in whole or in part. Affinity may, but is not obligated to, notify Publisher of such amendments. Continued use of the Services after any modification thereto shall be deemed to be Publisher's agreement thereof.

3.3 Implementation of Services. Publisher shall implement and make effective the Services into Publisher Media in accordance with the following:

3.3.1 Publisher shall prevent spiders from clicking on Advertisements.

3.3.2 Implementation of Services within "pop-ups" or "pop-unders" are not allowed.

3.3.3 Implementation of Services in downloadable applications are not allowed.

3.3.4 Sponsored Actions on Publisher Media shall be at the sole discretion of the End User. Publisher shall not (or instruct or knowingly allow any third party to) provide the End User with any incentive to carry out a Sponsored Action on Advertisements. The use of incentive programs, traffic exchange programs, and/or safe-lists is prohibited.

3.3.5 Publisher shall use the Services as-is and shall not modify the Implementation in any way.

3.3.6 Publisher shall not display Results on Publisher Media that contains any illegal content including child pornography.

3.3.7 Publisher shall seek written approval for any Implementation on Publisher Media that contains Adult content.

3.3.8 Publisher shall display a "privacy policy" and "terms of use" on Publisher Media with terms at least as restrictive as those terms published online at <http://www.affinity.com>, and must include the following provision:

The End User agrees to indemnify and hold harmless Publisher's third party advertising providers and their parent companies, subsidiaries, affiliates, divisions, shareholders, directors, officers, executives, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns from and against any and all losses, costs, expenses (including reasonable attorneys' fees), causes of action or other liabilities of any kind, whether known or unknown, arising out of, relating to, or otherwise in connection with the Advertisements.

3.4 Servicing Other Parties. Publisher understands, acknowledges, and agrees that Affinity may provide the Services to other parties.

3.5 Objectionable Advertisements. Publisher understands, acknowledges, and agrees that the delivery of Advertisements is an automated process and, consequently, certain materials may be displayed on Publisher Media that may be objectionable to Publisher (for example, trademarked, illegal, or adult material). Upon written request from Publisher, Affinity shall take reasonable measures to remove content that is objectionable to Publisher, but Affinity cannot guarantee that all such requests can or will be met.

3.6 Publisher Console. Affinity shall provide Publisher with access to a Publisher Console to view activity data related to Sponsored Actions and Revenue Share. Publisher understands and acknowledges that the Publisher Console is for Publisher's reference purposes only and that the data contained therein may not be current or accurate at the time of viewing by Publisher. The data contained in the Publisher Console is subject to corrections at any time based on Advertiser payments and Invalid Actions at Affinity's sole discretion.

3.7 Resale. Publisher shall not sub-license or resell the Services, or any part thereof, to any third party. Notwithstanding anything in this Agreement to the contrary, if Publisher violates this Section 3.7, Affinity reserves the right to withhold or recoup, as applicable, that portion of revenue generated, and Revenue Share earned, as a result thereof.

3.8 Contact Information. Publisher shall provide Affinity with Publisher's current, complete, and accurate contact information in the Publisher Console and Publisher shall ensure that such information is updated and kept current, complete, and accurate at all times.

3.9 Right of Refusal. Affinity reserves the exclusive right to approve or reject Services to any Web site that forms part of Publisher Media.

3.10 Suspension & Cancellation. Affinity reserves the exclusive right to suspend and/or cancel any Publisher Account at any time for any reason.

3.11 Discontinued Use. Publisher may discontinue the Services for all or any individual Web site of the Publisher Media at any time and at Publisher's sole discretion. Such discontinued use shall not constitute termination of this Agreement by Publisher, but Publisher agrees that such discontinued use may result in Affinity terminating this Agreement pursuant to Section 7.3 below. Publisher may only terminate this agreement in accordance with Section 7.2 below.

3.12 Marketing & Publicity. Publisher consents to Affinity's use of Publisher's name, brands, logos, and other trademarks in Affinity's marketing materials and/or public disclosures (including press releases and Web sites). Publisher may use Affinity's name, brands, logos, or other trademarks only with the prior written consent of Affinity.

4. REVENUE SHARE & PAYMENT

4.1 Revenue Share. The Revenue Share shall be a minimum of 80% of Net Revenue. All payments of Revenue Share, whether payable or already paid, shall be subject to withholdings and/or deductions based on Affinity's assessment of variables such as Invalid Activity and errors.

4.2 Currency. Unless otherwise expressly stated herein, all money amounts referred to in this Agreement are in United States Dollars. Publisher shall solely bear the losses or gains from fluctuations in foreign exchange rates. Affinity shall be responsible for payment in U.S. currency only.

4.3 Payments. Affinity shall make payments to Publisher of the Revenue Share for a particular calendar month approximately 45 days after the end of that calendar month. For Revenue Share amounts in a particular month that do not reach at least \$1,000 for wire transfer payments or \$50 for PayPal payments, such amount shall be rolled over to the following calendar month, and so forth, until the applicable minimum amount is reached and Affinity shall pay the Revenue Share to Publisher at that time. Affinity shall have no obligation to make any payment of the Revenue Share until the payment preference, details and all applicable tax forms (including Form-W8, Form-W9, and proof of tax exemption) are filled out correctly by Publisher in the Publisher Console. Publisher shall be responsible for all applicable transactional fees which may be incurred by Affinity to send Revenue Share payment to Publisher.

4.4 Recouping Payments. Affinity reserves the right to recoup all or a portion of any Revenue Share payments made hereunder or deduct those amounts from any future payments payable to Publisher based on Affinity's assessment of variables such as, but not limited to, the recouping of Affinity's revenue share from Advertisers, charge-backs by Advertisers and Upstream Providers, errors, fraud, and other Invalid Activity. Affinity shall be the sole determiner of what constitutes a variable that qualifies for recouping hereunder.

4.5 Taxes. Publisher understands, acknowledges, and agrees that all applicable sales, value-added, and other taxes required to be deducted by Affinity shall be deducted from the Revenue Share, unless Publisher provides Affinity with satisfactory proof of exemption.

4.6 Records. If there is any inconsistency or conflict between Affinity's records and that of Publisher or any other party, then Affinity's records shall be deemed the accurate and effective records at all times.

5. PUBLISHER'S OTHER OBLIGATIONS

5.1 Compliance. In using the Services, Publisher shall at all times act in good faith, in accordance with bona fide business practices, in compliance with the terms of this Agreement, and in compliance with all applicable laws, regulations, rules, and policies. Publisher shall also comply with any Implementation and technical requirements as specified in the Implementation Guidelines and as determined and requested by Affinity from time to time. Affinity is not liable to pay any Revenue Share to Publisher if the Implementation does not meet the requirements in the Implementation Guidelines.

5.2 Ownership of Publisher Media. Publisher represents and warrants, and shall ensure at all times, that Publisher is at least one of the following in relation to the Publisher Media:

5.2.1 The owner and/or controller of the Publisher Media;

5.2.2 Licensor of the Publisher Media with authorization from the owner to use and/or control the Publisher Media in the manner contemplated herein; or

5.2.3 An agent of the owner of the Publisher Media and authorized to enter into this Agreement and use and/or control the Publisher Media in the manner contemplated herein.

Upon Affinity's request, Publisher shall provide sufficient documentation (as requested by Affinity at its sole discretion) evidencing the above rights in the Publisher Media.

6. RESTRICTIONS

Without limiting any other term of this Agreement, breach of the following restrictions shall constitute material breach of this Agreement:

6.1 Conflicting Agreements. Publisher agrees that it shall not enter into any agreement or other arrangement that conflicts with this Agreement. If there is any conflict between this Agreement and any other agreement Publisher may be party to, then Publisher shall adhere to all the provisions of this Agreement despite the adherence constituting breach of such other agreement.

6.2 Illegal Activity & Abuse. Publisher shall not use the Services in a manner that is, or potentially is, illegal, a legal or other material risk to Affinity, generally objectionable in the Internet community, or degrading to the quality, goodwill, or reputation of Affinity and/or the Services.

6.3 Prohibited Traffic. Publisher shall not generate Internet traffic to the Publisher Media by any of the following methods, as determined by Affinity at its sole reasonable discretion: fraud; computer program that runs automatically (including spiders, Web crawlers, and all types of bots); spamICQ or other instant messenger programs or applications; Internet Relay Chat or other chat room systems, IFrames; zero pixel frames; Common Gateway Interface scripts; JavaScript; click farms or other similar methods; spy ware or other downloadable programs (collectively "Prohibited Traffic"). Notwithstanding any other provision in this Agreement to the contrary, if Publisher is found using or engaging in Prohibited Traffic, Affinity reserves the right, at its sole discretion, to immediately suspend the Services, immediately terminate this Agreement, and/or seek any other remedy or recourse as Affinity deems necessary, including withholding Revenue Share payments as of the date of the breach.

6.4 Restricted URL. Publisher shall not deliver or generate Internet traffic from or to Restricted URLs . Publisher is solely responsible, and Affinity is not responsible, for ensuring that Internet traffic delivered or generated from or to URLs associated with the Publisher Media are not Restricted URLs.

6.5 Solicitation. Publisher shall not entice, persuade, provide incentives, obligate, pressure, or otherwise attempt to cause any third party (including End Users) to visit the Publisher Media related thereto or click on any Advertisements thereon.

6.6 Revenue Redistribution. Publisher shall not distribute or share any portion of the Revenue Share earned hereunder to any third party.

6.7 Source Code. Publisher shall not, and shall not permit any third party to copy, use, analyze, reverse engineer, decompile, disassemble, translate, convert, or apply any procedure or process to the Services (including any Affinity Technology) to ascertain, derive, and/or appropriate for any reason or purpose the source code or source listings for any aspect of the Services or any trade secret information or process contained therein.

6.8 Storing Data. Publisher shall not index, cache, or otherwise store data obtained from the Services (including the Advertisements).

6.9 Modifications. Publisher shall not in any way modify the Advertisements or presentation thereof. In no way shall Publisher display graphics or text in any form (including pop-ups, pop-unders, or exit windows) that block or otherwise limit the full and complete display to End Users of any aspect related to Advertisements. Publisher shall use the Advertisements as-is.

6.10 Non-solicitation of Advertisers. During the Term or, if longer, for the duration that the Services are used by Publisher, and for a period of 1 calendar year thereafter, Publisher shall not either directly or indirectly or in any capacity jointly or severally, solicit, induce, recruit or encourage business, or attempt to solicit, induce, recruit or encourage business, from any Advertiser in connection with the Advertisements any products or services competitive with the products or services contemplated by this Agreement.

6.11 Suspension or Cancellation of Services. In addition to any right or remedy provided for in this Agreement, Affinity reserves the right, at its sole discretion, to immediately suspend or cancel Services to all or any part of the Publisher Media at any time if Publisher is in any breach of the restrictions hereunder. Such suspension or cancellation shall not terminate this Agreement. This Agreement may be terminated only in accordance with the termination provisions herein.

7. TERMINATION & SUSPENSION

7.1 By Affinity. Affinity may terminate this Agreement immediately at any time for any reason, including but not limited to Publisher's breach of this Agreement, Publisher making a general assignment for the benefit of Publisher's creditors, Publisher's appointment of a receiver/trustee in bankruptcy, Publisher files for bankruptcy, Publisher is adjudicated insolvent or bankrupt, or for no reason whatsoever.

7.2 By Publisher. Publisher may only terminate this Agreement by providing 10 days' written notice to Affinity.

7.3 For Insufficient Activity. Publisher acknowledges and agrees that while Publisher may cease to actively use the Services at any time and that such cessation shall not be construed as termination of the Agreement by Publisher, Affinity may terminate this Agreement if the Publisher Account has no activity, is idle, or otherwise has insufficient Internet traffic generated to the Publisher Media, as determined by Affinity at its sole reasonable discretion.

7.4 Immediate Suspension. Affinity may immediately suspend Services to Publisher or Publisher Media, in whole or in part, if Publisher's activities constitute those that are, in Affinity's sole determination:

- (a) illegal or potentially illegal;
- (b) a legal or other material risk, or otherwise harmful, to Affinity, its Affiliates, or any of their networks, infrastructure, and systems; or
- (c) a material abuse of the Affinity Technology or the Services, in whole or in part.

7.5 Termination Notification. Affinity shall make reasonable efforts to notify Publisher via email of any such termination of the Agreement or suspension of the Services, but Affinity shall not be liable in any manner for its failure to do so.

7.6 Effect. Upon expiration or termination of this Agreement, all of the following shall take effect:

7.6.1 Publisher shall immediately cease all activities related in any way to this Agreement.

7.6.2 All Publisher Accounts shall be cancelled and closed and all Services to the Publisher Media in connection thereto shall be terminated.

7.6.3 Affinity may withhold payments of the Revenue Share payable to Publisher in the event of Publisher's breach or material breach.

7.6.4 The terms of this Agreement that by their nature continue beyond the expiration or termination of this Agreement shall continue to be effective (including the terms relating to payments, termination, Intellectual Property, limitation of liability, indemnity, Confidential Information, and governing law).

8. INTELLECTUAL PROPERTY

Neither Party shall, at any time during or after the expiration or termination of this Agreement, assert or claim any interest in, or do anything that may adversely affect the validity of, the Intellectual Property of the other Party (including registering or attempting to register any trademark of the other Party or a mark confusingly similar thereto). Affinity shall at all times retain sole and exclusive right, title and ownership in and to all of its Intellectual Property.

9. REPRESENTATIONS & WARRANTIES

Publisher represents and warrants to Affinity as follows:

9.1 Publisher has the full power and authority to execute, deliver, and perform under this Agreement.

9.2 This Agreement is valid, binding, and enforceable against Publisher in accordance with the terms herein and no provision requiring Publisher's performance hereunder is in conflict with Publisher's obligations under any other agreement or causes Publisher to be in breach of any other agreement.

9.3 Publisher (as applicable) is duly organized, authorized and in good standing under the laws of the jurisdiction of its organization and is duly authorized to do business in all other jurisdictions in which Publisher's business makes such authorization necessary or required.

9.4 Publisher has the full and exclusive right to grant or otherwise permit Affinity to access and use its Intellectual Property, and Confidential Information.

10. DATA COLLECTION

Publisher agrees that Affinity may collect data related to an End User's use of the Services (collectively, the "Data"). Affinity's data collection, use and disclosure practices include the use of log information and cookies that record anonymous (i.e., non-personal) information about End Users such as interests and preferences. Publisher grants Affinity a non-exclusive, perpetual, worldwide and irrevocable right and license to collect and use the Data and to allow our third party data partners to do the same.

11. LIMITATION OF LIABILITY

Under no circumstances shall Affinity be liable to Publisher or to any other party for any consequential, indirect, special, incidental, reliance, exemplary, or punitive damages arising out of or relating to this Agreement and/or the Services, whether foreseeable or not, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including damages for loss of data, goodwill, reputation, business, money, or opportunity), even if Affinity has been advised of the possibility of such damages. Notwithstanding the foregoing, in no event shall Affinity's aggregate liability to Publisher in connection with this Agreement and/or the Services exceed the aggregate amount of actually paid to Publisher under this Agreement during the 3 months immediately preceding the date on which the cause of action arose regardless of the cause of action.

12. DISCLAIMER

12.1 No Warranties. Affinity makes no warranty of any kind, either express or implied, regarding the quality, accuracy, reliability, or validity of the applications, software, data, or information related to Affinity's network, systems, Affinity Technology, or the Services. Affinity provides any and all aspects of the Services (including the Affinity Technology) "as-is" and specifically disclaims all warranties of merchantability and fitness for a particular purpose. Publisher understands, acknowledges, and agrees that it shall use the Services, and all aspects thereof, at Publisher's sole risk. Affinity further expressly disclaims any and all warranties as to the appropriateness, validity, non-infringement, or legality of the content related to or residing on the Publisher Media, Advertisements, and Web pages linked thereto.

12.2 Content. Publisher understands, acknowledges, and agrees that the content of the Advertisements is generated by an automated process and that Affinity is not responsible for any such content. It shall be Publisher's sole responsibility, and not the responsibility of Affinity, to consistently monitor the Advertisements and notify Affinity of any content that is illegal or that Publisher otherwise wants removed. Affinity does not guarantee that Affinity shall or can remove any content that Publisher requests to be removed, except for illegal or adult content that is within Affinity's ability to directly remove. Notwithstanding anything to the contrary set forth in this Agreement, in no event shall Affinity have any liability or obligations arising from any Advertisements, any third party Web sites, or any content or information provided by Advertisers, Publisher, Publisher's End Users, or any other third party.

12.3 Publisher Media. Publisher understands, acknowledges, and agrees that Affinity is in no way responsible for the registration, renewal, validity, maintenance, hosting or continued existence of any Publisher Media.

13. INDEMNIFICATION

Publisher shall indemnify, defend, and hold harmless Affinity (including Affinity's Affiliates, directors, officers, managers, employees, contractors, and agents) from and against any claim, action, loss, liability, damage, penalty, cost or expense (including reasonable legal fees for attorneys, witnesses, and defense) that Affinity may suffer or incur as a result of: (i) any failure by Publisher to comply with the terms of this Agreement, (ii) any representation or warranty made by Publisher, its employee, contractor, or agent being false or misleading, (iii) any negligence or willful misconduct of Publisher, its employee, contractor, or agent, (iv) any alleged or actual violations by Publisher of any law, regulation or rule, and (v) any other act or omission of Publisher, its employee, contractor, or agent.

14. FORCE MAJEURE

Affinity shall not be liable for delays in its performance of this Agreement caused by circumstances beyond its reasonable control ("Force Majeure"), including acts of God, wars, riots, national disasters, earthquakes, strikes, fires, floods, shortages of labor or materials, labor disputes, transportation problems, accidents or governmental restrictions. Affinity shall make all reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure.

15. CONFIDENTIALITY

Each Party (the "Recipient") shall protect the confidentiality of any Confidential Information disclosed by the other Party (the "Discloser") and shall not use such Confidential Information except in strict accordance with this Agreement. Confidential Information as defined herein does not include information that: (i) is generally available to the public through no fault of the Recipient and without breach of this Agreement; (ii) was already in the possession of the Recipient prior to disclosure by the Discloser and without any confidentiality obligation attached thereto, as evidenced by the Recipient's records existing prior to the time of disclosure; (iii) was disclosed to the Recipient by a third party without a breach of such third party's confidentiality obligations thereto; (iv) was independently developed by the Recipient without a breach of this Agreement or reliance on any Confidential Information; (v) is disclosed by the Recipient after obtaining the Discloser's prior written approval; (vi) is required to be disclosed by law, provided that the Recipient promptly notifies the Discloser of the legal obligation and provides the Discloser with a reasonable opportunity to seek a protective court order, or the equivalent.

16. NOTICES

16.1 Method. Any notice or other communication between the Parties required or permitted under this Agreement shall be in writing and shall be delivered by hand, sent by first class mail (postage prepaid), sent by commercial courier, or transmitted by electronic mail or facsimile to a Party at the contact information first mentioned above in this Agreement, or to such other contact information as the applicable Party may notify to the other Party.

16.2 Effectiveness. Any notice or other communication sent shall: (a) if delivered by hand, be deemed to have been received on the date of delivery; (b) if sent by first class mail, be deemed to have been received on the third Business Day following the date of mailing; and (c) if sent by electronic mail or facsimile, be deemed to have been received on the date the sender transmitted the notice or other communication.

17. COMPLETE AGREEMENT

This Agreement and all schedules attached hereto (if any) constitute the complete agreement between the Parties relating to the subject matter hereof and supersedes all prior and other understandings, representations, warranties, and agreements relating hereto, whether verbal, written, or otherwise.

18. NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties, and does not create any rights on the part of any third party, and Publisher shall not commit any act or omission that would give rise to any such third party rights.

19. AMENDMENTS & WAIVER

Affinity may, at its sole discretion, make modifications to this Agreement, from time to time and as reasonably necessary. Such modifications shall take effect 5 Calendar Days from the date Affinity publishes the updated Agreement online for public view at [<http://www.affinity.com/publishers/terms.php>] (or such other URL as Affinity may designate at its sole discretion). Publisher acknowledges and agrees that Publisher's sole remedy is to terminate this Agreement, without liability, in accordance herewith if Publisher does not agree to any of the modifications Affinity may make to this Agreement. No waiver by a Party of a breach of any provision hereof shall take effect or be binding upon that Party unless expressly waived in writing, and such waiver shall extend and apply only to the particular breach so waived and shall not limit or affect the rights of the waiving Party in respect of any future breach or in respect of any breach of any other provision hereof.

20. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed as creating a relationship of employer and employee, principal and agent, partnership or joint venture between the Parties. Each Party shall be deemed an independent contractor at all times and shall have no right or authority to assume or create any obligation on behalf of the other Party except as may be expressly provided herein.

21. ASSIGNMENT

Publisher shall not assign or otherwise transfer its respective rights or obligations under this Agreement. Any assignment or transfer in violation of this section shall be null. This Agreement shall be binding and have effect upon the Parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under this Agreement. Affinity may assign this Agreement at its sole discretion to any of its Affiliates or as part of a merger or acquisition of all or substantially all of Affinity's shares or assets.

22. GOVERNING LAW & SEVERABILITY

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without giving effect to any rule of conflicts of law. The federal or state courts located in Chicago, Illinois shall have exclusive jurisdiction to hear any dispute under this Agreement. This Agreement shall not be governed by or construed in accordance with the United Nations Convention on Contracts for the International Sale of Goods. If any portion of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement.

23. CONSTRUCTION & INTERPRETATION

23.1 References. All references in this Agreement to particular sections, titles, and Schedules shall be references to the sections, titles, and Schedules of this Agreement only unless specific reference is made otherwise. The words "herein", "hereof", "hereto", and "hereunder" and words of similar meaning shall refer to this Agreement in its entirety and not to any particular provision of this Agreement.

23.2 Without Limitation. When used for listing purposes, the terms "for example," "including" and/or "includes" shall be deemed to mean "for example, but not limited to," "including, but not limited to" or "includes, but is not limited to," as applicable. Wherever in this Agreement that the masculine, feminine or neutral gender is used, it shall

be construed as including all genders, and wherever the singular is used, it shall be deemed to include the plural and vice versa, where the context so requires.

23.3 Translations. This Agreement has been executed in the English language. If there is any discrepancy or conflict between the English version and a version in any other language, then the English version shall control in all respects.

23.4 Contra Proferentum. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement

24. EXECUTION

This Agreement is executed upon clicking the "I Agree" button below. The individual executing this Agreement on behalf of Publisher, whether as an employee, consultant, or agent of Publisher, represents and warrants that s/he is legally authorized to execute this Agreement on behalf of Publisher and, to the best knowledge of such individual, that all representations made in this Agreement by Publisher are true and correct. By clicking on the "I Agree" button below, Publisher agrees to be bound by the terms and conditions of this Agreement.

Last modified on June, 2013