



MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into by and between **MOAR MARKETING LLC**, a Delaware Limited Liability Company, with registered domicile at 874 Walker Road, Suite C, Dover, Delaware 19904, USA ("**MOAR**") and _____, a _____ company with registered domicile at _____ ("**Advertiser**"). (MOAR and Advertiser may be referred to individually as "**Party**" and collectively as the "**Parties**" herein.)

The Parties agree to the terms and conditions set forth herein. These terms and conditions shall govern the placement and delivery of advertising as set forth in the applicable Insertion Order ("**IO**") executed by the Parties. The IO(s) shall be incorporated into these terms and conditions, and the IO and these terms are collectively referred to as the "**Agreement**."

1. The Services

- 1.1. MOAR shall provide Advertiser with the advertising services set forth in this Agreement and the applicable IO. MOAR shall distribute Advertiser's proprietary creative advertising materials including, without limitation, banners, buttons, text-links, clicks, co-registrations, pop-ups, email, graphic files and similar online media (collectively "**Ads**") through the MOAR Traffic Network (as defined below), by way of posting Ads on websites or other means of online marketing (collectively the "**Services**").
- 1.2. THE MOAR Traffic Network is defined as MOAR's company website(s) and/or various third-party publishers that may be authorized by MOAR ("**Publishers**") to post Ads on or through websites and/or applications that they control or utilize.

2. Ads

- 2.1. Advertiser shall provide MOAR with the Ads, including all advertising and marketing copy and creative materials, to be used in connection to the Services. Advertiser hereby grants to MOAR a limited, nontransferable, revocable, nonexclusive, worldwide, fully paid license to use, perform, reproduce, display, transmit, and distribute the Ads to the extent deemed necessary for MOAR to provide the Services under this Agreement.
- 2.2. The Parties agree that Advertiser owns and/or controls any and all intellectual property rights associated with the Ads, except for portions that may be created by MOAR on behalf of Advertiser. If Advertiser requests that MOAR contribute to the development of the Ads, it shall be executed in writing, and Advertiser shall retain all rights to any such contribution (under the consideration of work-for-hire or under exclusive worldwide and for life of copyright assignment, with the right to fully assign them).
- 2.3. Advertiser shall submit the Ads at least five (5) days prior to the start of any advertising campaign. MOAR will not edit, copy, modify, alter or change the Ads in any way. If any such change or modification is necessary, it shall be authorized by the Parties in writing.
- 2.4. MOAR has no responsibility to review the creative content, however MOAR reserves the right to refuse any Ads, creative content, advertising campaign request, or to cancel or remove any content and/or advertising

campaign that does not conform to the terms of this Agreement, or any other requirement of MOAR. MOAR, in its sole and complete discretion, may refuse the use of any creative content for reasons including, but not limited to, creative content or content on the Advertiser's website that is inappropriate, unlawful, it violates any regulations or policies, does not comply with this Agreement, or may result in liability to MOAR. Additionally, MOAR reserves the right to reject any URL link embodied within any Ad. The failure of MOAR to remove, reject, cancel, omit, or modify an Ad shall not be construed as an acceptance of an Ad, nor shall it affect any other provisions of this Agreement.

- 2.5. Notwithstanding the preceding, to the extent that Advertiser requests that MOAR create or assist in creating additional advertising materials for Advertiser, including but not limited to any links, html and text creatives, advertising graphics, from and subject lines, required email footers and other advertising materials ("**MOAR Creative Materials**"), Advertiser shall retain all rights to any such MOAR Creative Materials (under the consideration of work-for-hire or under exclusive worldwide and for life of copyright assignment). MOAR agrees that it will follow any specifications provided by Advertiser during the creation of the MOAR Creative Materials, and that all MOAR Creative Materials must be submitted to Advertiser for pre-approval prior to use by MOAR or its Marketing Affiliates and/or Publishers at least ten (10) days prior of said MOAR Creative Materials going live. MOAR agrees that the MOAR Creative Materials are for the exclusive use in connection with approved campaigns as per this Agreement or any relevant Insertion.

- 2.6. Distribution and positioning of the Ads within the MOAR Traffic Network is at the sole discretion of MOAR and its Publishers. MOAR does not guarantee that your Ads will be available through any specific part of the MOAR Traffic Network, precision as to when the Ads will run, or the placement and positioning of the Ads. MOAR reserves the right to make minor adjustments to the Ads, with or without notice to the Advertiser, in order to optimize campaign results.

3. MOAR Warranties and Representations

- 3.1. MOAR represents and warrants that
 - a. it has power and authority to enter into and perform its obligations under this Agreement;
 - b. at all times, it will comply with all applicable foreign, federal, state, and local laws, rules, regulations, and ordinances including, without limitation, federal and state laws regulating spyware/adware;
 - c. MOAR services do not involve investigating or resolving any claim or dispute involving Advertiser and any Affiliate or other third party. Any and all disputes between Advertiser and any Affiliate must be resolved by Advertiser and that Affiliate. Advertiser agrees that MOAR shall have no obligations and incur no liabilities to Advertiser in connection with any such dispute.

4. Advertiser Warranties and Representations



- 4.1. Advertiser represents and warrants that:
- a. it has power and authority to enter into and perform its obligations under this Agreement;
 - b. at all times, it will comply with all applicable foreign, federal, state, and local laws, rules, regulations, and ordinances including, without limitation, federal and state laws regulating spyware, adware, marketing/advertising, and that all Ads are in compliance with all laws, regulations and ordinances of the United States and any other jurisdiction in which Advertiser conducts its business or where any Advertised products and/or services included in the Ads are based or targeted to;
 - c. it owns, controls and/or has any and all rights, title, and interest in and to the Ads, and to permit the use of the Ads by MOAR and Publishers as contemplated by this Agreement;
 - d. the use of the Ads as contemplated and authorized by this Agreement will not infringe on any third party's rights, including but not limited to copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy;
 - e. Advertiser's website and Ads and/or content in either of them shall not include
 - i. Obscene material; including without limitation to any material depicting bestiality, rape, torture, or scat.
 - ii. Any material which is displayed or transmitted in a way as to constitute harmful matter or indecent communications to minors;
 - iii. Any material not fully in compliance with 18 U.S.C. Sec. 2257 et seq., including any material which constitutes child pornography or matter which involves depictions of nudity or sexuality by an age inappropriate-looking performer, be the performer real or computer generated (i.e. someone who looks younger than 18 years of age), or by a performer who is portrayed or made to appear to be a person under the age of 18 years of age by virtue of the script, make-up, demeanor, costuming, setting, etc...
 - iv. Any material, which is illegal, threatening, abusive, hateful, defamatory, libelous, slanderous, scandalous or injurious to the reputation of any person or entity.
 - v. Any material which constitutes an infringement, misappropriation or violation of any person's rights of publicity, privacy rights, image and likeness, or any person's intellectual property rights, including but not limited to copyrights, trademark and service rights. This includes photos altered to look like celebrities or other private persons.
- 4.2. For any email campaigns which may be carried out by MOAR within the scope of its services hereunder, when and where applicable, Advertiser represents and agrees to the following:
- a. Advertiser shall be solely responsible for creating and maintaining a suppression list with respect to Advertiser, and Advertiser shall supply this suppression list data with MOAR immediately (at least daily) to ensure that offers are not emailed to persons that have unsubscribed or opted-out from receiving such offers. If no such opt-out email addresses are supplied by Advertiser, MOAR will conclude that none exist.
 - b. Any and all email-based Ads, as well as any and all email addresses and header information supplied by Advertiser: shall comply with all applicable federal and state laws including, but not limited to, the CAN-SPAM Act of 2003, as amended, California Business and Professions Code § 17529, Canada's Anti-Spam Legislation (CASL), and Federal Trade Commission regulations; and must not infringe, misappropriate, or otherwise violate any copyright, patent, trademark, trade secret or other similar intellectual property right, or otherwise violate or breach any duty toward, or right of, any person or entity including, without limitation rights of
 - vi. Any program, file, data stream or other material which contains viruses, malware, worms, Trojan horses, malicious java script, or any other feature which takes control of a third party's computer or CPU without their permission, which may cause damage to any computer equipment, loss or corruption of data or programs, or inconvenience to any person— regardless of whether damage is intended or unintended.
 - vii. Any material which contains any solicitation for prostitution or which is not compliant with FOSTA-SESTA, or which promotes or facilitates any illegal activities, Incentive Based Websites, Warez Websites, or the hacking, cracking, downloading, or trading of unauthorized files.



privacy and publicity; and must not result in any consumer fraud or product liability, nor cause injury to any third party.

- c. Specifically, Advertiser shall include a valid physical postal address in email Ads, as well as a functioning unsubscribe link (active for a minimum of 30 days after email delivery). Email header information shall be deemed part of the creative content of the Ad, to which Advertiser represents is neither false nor misleading.

5. Indemnity Obligations

- 5.1. Advertiser agrees to indemnify, defend, and hold harmless MOAR (and its group companies and officers, directors, employees, agents, independent contractors, service providers, licensors, affiliates, and publishers) from any and all demands, claims, suits, actions, or proceedings, including reasonable attorney's fees and legal costs (each a "**Claim**") in the event that such Claim is based upon or arises out of any act or omission, breach, misrepresentation, and/or infringement by Advertiser or any of the obligations hereunder, and in particular, in connection with the warranties and representations above.
- 5.2. In the event that Advertiser receives any Claim which may also affect in any way or subject MOAR to any liability, Advertiser shall (a) give prompt notice to MOAR of the Claim and (b) provide reasonable time and availability for MOAR to have a proper and effective defense of the Claim. In the event that MOAR deems it appropriate, based on the potential consequences of the Claim, or because Advertiser's defense strategy conflicts with MOAR's or is detrimental to MOAR's interests, Advertiser shall grant MOAR direct participation (through its own legal counsel) and/or the right to carry out its own defense or settlement of any such Claim to the extent of MOAR's liabilities thereunder (and without prejudice of Advertiser's indemnity obligations). Advertiser shall provide all necessary cooperation and assistance in the defense or settlement of the Claim. Advertiser shall not make any settlement of the Claim that results in any liability or imposes any obligation on MOAR without the prior written consent.
- 5.3. In the event that MOAR receives notice of any Claim subject to Advertiser's indemnity obligation hereunder, MOAR will give Advertiser prompt notice of said claim, provided, however, that failure to provide notification shall not affect Advertiser's indemnification obligations, except to the extent that the failure to notify delays or prejudices Advertiser's ability to defend the applicable Claim.

6. Billing and Payment

- 6.1. In consideration of the Services to be provided, Advertiser agrees to pay MOAR all applicable fees in accordance with the Actions (as defined herein) and payment terms determined and defined in the relevant IO executed by both parties. An action is any act or event (including, without limitation, leads, actions, impressions, views, clicks, sales, applications, registrations, and click-throughs) that is a compensable transaction according to the specific scheme defined in each relevant IO.

Schemes include, without limitation: Cost Per Acquisition (CPA), Cost Per Click (CPC), Cost Per Thousand (CPM), Cost Per Lead (CPL), Cost Per Download (CPD), Cost Per Install (CPI), Cost Per Sale (CPS) and Cost per View (CPV).

- 6.2. MOAR will invoice Advertiser on a monthly basis or as specified in the relevant IO. Unless otherwise specified on the invoice or IO, payment is due within fifteen (15) days from the date of the invoice. Overdue invoices will accrue an interest rate of 1.5% per month. MOAR's failure to invoice Advertiser each month shall not constitute a waiver of any amounts due to MOAR by Advertiser for which an invoice may be sent at a later date.
- 6.3. MOAR shall be entitled to recover from Advertiser any sums expended in connection with the collection of amounts not paid by Advertiser to MOAR when due, including collection agency fees, attorneys' fees, and expenses as applicable. In the event of Advertiser's default relating to payment, MOAR reserves the right to require prepayment for any further Services and/or additional IOs. Any deposits into Advertiser's account are non-refundable.
- 6.4. Pricing rates, payment terms, minimums, costs and fees are subject to change from time to time by MOAR upon written notice to Advertiser. All prices, rates, etc. are exclusive of VAT, Sales tax, GST or similar, when and where applicable.
- 6.5. All sums payable hereunder by Advertiser to MOAR will be subject, when and where applicable, to all applicable laws and regulations requiring the deduction, withholding or payment therefrom of income taxes, remittance taxes or any other indirect taxes or fees on account of MOAR, and both parties hereby reciprocally authorize each other to make such deductions, withholdings and payments as may be mandatorily required to be made under any applicable. Where there is a withholding tax or similar deduction, Advertiser will pay such withholding tax to the relevant tax authority and promptly provide MOAR with tax receipts evidencing payment of the withholding tax and will use best efforts to assist MOAR to obtain any available tax exemption, tax reduction or tax credit in respect of such withholding tax. To the extent necessary and applicable, both parties shall provide each other relevant tax residence certificates for the purposes of any applicable double taxation treaty. Neither party shall be liable for withholdings made in absence of such tax residence certificates.

7. Tracking and Statistics

- 7.1. MOAR will deploy a pixel or other tracking method ("**Pixel**") to track Actions and web traffic. Advertiser agrees not to alter, remove, or change location of the Pixel. If Advertiser alters, removes, disables, or moves the Pixel thereby disrupting MOAR's tracking system, Advertiser will be obligated to pay MOAR for all estimated Actions generated during this period based upon the prior earnings over the previous month during the period of time in which such Pixel was altered, disabled, displaced or removed. Advertiser agrees to place MOAR's Pixel on a unique confirmation page that does not contain any third-party tracking methods.



7.2. MOAR's tracking statistics shall be the definitive basis for payments due under this Agreement. Any discrepancies or disputes regarding amounts due must be brought to the attention of MOAR within thirty (30) days from the date of the invoice or else they will be deemed permanently waived.

7.3. MOAR enforces strict processes to combat fraud. Without specific, demonstrable evidence of fraud as determined by MOAR, Advertiser agrees to pay MOAR in full for all services performed under the Agreement, notwithstanding any potential or actual fraud committed. If Advertiser reasonably believes that MOAR or any of its Publishers have engaged in fraudulent activity, Advertiser must notify MOAR within 48 hours of any actual or constructive evidence. If Advertiser provides commercially reasonable and objective evidence, and after reasonable investigation MOAR determines and confirms in writing the existence of fraudulent activity, Advertiser may reserve the right to withhold payment on the confirmed fraudulent transactions only. Advertiser's failure to provide timely notice to MOAR shall constitute a waiver of any and all claims related to any such fraudulent activity, and all related charges will be final and not subject to dispute.

8. Confidentiality

8.1. The Parties acknowledge that in the course of fulfilling their obligations under this Agreement, a party (the "**Disclosing Party**") may provide access to certain confidential information to the other party (the "**Receiving Party**") which may include: names, email addresses, and other personal information pertaining to leads generated and sales information such as cost, pricing, and financial information; consumer contact information; contact information for each Party's employees, contractors, publishers, and other marketing affiliates; business methodologies and plans; marketing strategies, methods, and materials; computer programs and source code; and all related information (collectively "**Confidential Information**"). All Confidential Information shall remain the exclusive property of the Disclosing Party during and after the term of Agreement. The Receiving Party shall keep in strict confidence all Confidential Information and shall not at any time use Confidential Information in any manner for its own benefit.

8.2. The Receiving Party's confidentiality obligations under this Agreement shall survive and subsist in relation to any Confidential Information (notwithstanding the prior termination or expiry of this Agreement for any or no reason) for a period of three (3) years from the date of the last disclosure under this Agreement of any Confidential Information by the Disclosing Party.

8.3. Each Receiving Party recognizes that any breach or threatened breach of the confidentiality obligations under this Agreement may cause the Disclosing Party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Disclosing Party under the Agreement, law or equity, the Receiving Party acknowledges and agrees that the Disclosing Party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

9. Limitation of Liability

9.1. MOAR AND ITS AFFILIATED COMPANIES, EMPLOYEES, DIRECTORS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, ASSIGNS, SUCCESSORS AND/OR AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF OUR PRODUCTS, CONTENT, PROGRAM OR SERVICES FOR ANY PURPOSE. TO THE EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OR CONDITION OF ANY KIND. MOAR DOES NOT MAKE ANY WARRANTY THAT ITS PRODUCTS AND SERVICES WILL MEET ADVERTISER'S REQUIREMENTS, OR THAT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. FURTHERMORE, MOAR DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES. MOAR DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO OUR PRODUCTS, WEBSITES, AND SERVICES INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (INCLUDING WARRANTY OR REPRESENTATION OF SUCCESS OR PROFITABILITY), TITLE AND NON-INFRINGEMENT.

9.2. NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, IF MOAR IS DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY UNDER YOUR CONTROL, THE PARTIES AGREE THAT MOAR'S LIABILITY WILL BE LIMITED TO ACTUAL DAMAGES AMOUNTING TO A MAXIMUM OF THE TOTAL REVENUES EARNED FOR THE RELATED TRANSACTIONS IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM. NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST MOAR MORE THAN ONE YEAR AFTER THE TERMINATION OF THIS AGREEMENT.

9.3. MOAR SHALL NEVER BE LIABLE FOR DIRECT OR INDIRECT LOSSES AND INJURIES, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF REPUTATION, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER PECUNIARY LOSS, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM (WHETHER CONTRACTUAL, TORT OR OTHERWISE) AND IRRESPECTIVE OF WHETHER FORESEEABLE OR WHETHER MOAR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

10. No Monitoring or Supervision

10.1. Other than MOAR relying on Advertiser's warranties and representations and compliance with the terms of this Agreement, Advertiser acknowledges that neither MOAR nor any employee, associate, agent, assign, affiliated



company or successor of MOAR shall exert or provide any direct or indirect control over, monitoring of, supervision of, prior approval of, or review of the Ads or content appearing or otherwise distributed on, in or in association with Advertiser's website(s) and any other communication methods used to provide the Services hereunder. Advertiser shall be solely responsible for any legal liabilities or consequences resulting from the dissemination methods and of the content included on or linked through the Ads and Advertiser's website(s) or other communications methods, except when otherwise expressly agreed by the Parties in writing.

11. Termination

- 11.1. Advertiser acknowledges and agrees that the term of this Agreement is at will and will begin upon the date of execution of this Agreement and relevant IO and will continue indefinitely until terminated by either party.
- 11.2. Advertiser or MOAR may terminate this Agreement at any time, with or without cause, by giving the other party five (5) business days prior written notice of termination, or according to any specific termination provisions specified in the applicable IO.

12. Entire Agreement; Assignment

- 12.1. This Agreement constitutes the entire agreement between MOAR and Advertiser with respect to the subject matter herein, and supersedes and cancels all other agreements, discussion, or representations, whether written or oral, throughout the duration of Advertiser's relationship with MOAR. Subsequent, duly executed agreements may prevail only in respect to specific commercial terms of an IO.
- 12.2. In the event that MOAR is required to digitally sign or agree to additional terms when using Advertiser's network, site, or platform, the Parties agree that such digital Agreement is merely a technical requirement to view statistics and/or access advertising content. Accordingly, any digital acceptance or required click-through website terms or terms that appear on Advertiser's program or network site shall have no force or effect against the Parties to the extent they are acting under this Agreement; shall not govern the Parties; and shall be disregarded and deemed non-effective and superseded by this Agreement.
- 12.3. Advertiser acknowledges and agrees that the failure of MOAR to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder.
- 12.4. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been included. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
- 12.5. Advertiser agrees that MOAR may at any time, and without prior notice, freely assign all or part of its duties,

obligations and benefits hereunder. This Agreement or any interest herein shall not be assigned by Advertiser to any third party without the prior express written consent of MOAR.

13. Force Majeure

- 13.1. Definition. "Force Majeure" means the occurrence of an event or circumstance ("Force Majeure Event") that prevents or impedes a party from performing one or more of its contractual obligations under the Agreement or enjoyment of material services, entitlements or rights under the Agreement, if and to the extent that the party affected by the impediment ("the Affected Party") proves:
- that such impediment is beyond its reasonable control; and
 - that it could not reasonably have been foreseen at the time of the conclusion of the Agreement; and
 - that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

Force Majeure Events generally do not include (i) vandalism, (ii) the regulatory acts of Governmental Authorities, (iii) either party's inability to obtain or retain sufficient qualified personnel, except to the extent such inability results directly from the causes outlined above, or (iv) any failure to perform caused solely as a result of a party's lack of funds or financial ability or capacity to carry on business (unless caused by any event that may be derived from the causes outlined above).

- 13.2. Non-performance by third parties. Where a contracting party fails to perform one or more of its contractual obligations because of default by a third party whom it has engaged to perform the whole or part of the Agreement, the contracting party may invoke Force Majeure only to the extent that the requirements under paragraph 13.1 of this Clause are established both for the contracting party and for the third party.
- 13.3. Presumed Force Majeure Events. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 13.1 of this Clause, and the Affected Party only needs to prove that condition (c) of paragraph 13.1 is satisfied:

- war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;
- civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, acts of civil disobedience, sabotage or piracy;
- currency and trade restriction, embargo, sanction;
- act of authority whether lawful or unlawful (including declaration of state of emergency, state of alarm, state of exception, martial law and similar situations), compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization, lockdowns,



and/or government-ordered work and movement restrictions;

- e. plague, epidemic, pandemic (including reletade general preventive quarantine, confinement, etc.), natural disaster or extreme natural event such as earthquakes, floods and similar situations;
- f. explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;
- g. general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

13.4. Notification. The Affected Party shall give notice of the event without delay to the other party.

13.5. Consequences of Force Majeure. A party successfully invoking this Clause is relieved from its duty to perform its obligations under the Agreement and from any liability in damages or from any other contractual remedy for breach of Agreement, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. The other party may suspend the performance of its obligations, if applicable, from the date of the notice.

13.6. Temporary impediment. Where the effect of the impediment or event invoked is temporary, the consequences set out under paragraph 13.5 above shall apply only as long as the impediment invoked prevents performance by the Affected Party of its contractual obligations. The Affected Party must notify the other party as soon as the impediment ceases to impede performance of its contractual obligations.

13.7. Duty to mitigate. The Affected Party is under an obligation to take all reasonable measures to limit the effect of the event invoked upon performance of the Agreement.

13.8. Agreement termination. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the Agreement, either party has the right to terminate the Agreement by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the Agreement may be terminated by either party if the duration of the impediment exceeds 120 days.

13.9. Unjust enrichment. Where paragraph 8 above applies and where either contracting party has, by reason of anything done by another contracting party in the performance of the Agreement, derived a benefit before the termination of the Agreement, the party deriving such a benefit shall pay to the other party a sum of money equivalent to the value of such benefit.

14. Sanctions

14.1. The Advertiser warrants and represents that it is and will remain in compliance in all material respects with all U.S. economic sanctions laws, executive orders, implementing regulations and trade embargoes imposed, administered or enforced from time to time by any U.S. Governmental Authority, including, without limitation, those promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and all other applicable anti-money laundering and counter-terrorism financing provisions and regulations such as the US FCPA of 1977 (as amended), the UK Bribery Act of 2010 (as amended), Canada's Corruption of Foreign Public Officials Act and other similar anti-corruption legislation in other applicable jurisdictions. Neither the Publisher nor any Marketing Affiliate of the Publisher (nor any of its shareholders, affiliates, subsidiaries, executives, directors, officers, employees, agents and representatives) (i) is a Person designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the "SDN List") with which a U.S. Person cannot deal with or otherwise engage in business transactions, (ii) is a Person who is otherwise the target of U.S. economic sanctions laws such that a U.S. Person cannot deal or otherwise engage in business transactions with such Person or (iii) is controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person or entity on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other related document would be prohibited under U.S. law.

15. Jurisdiction; Governing Law

15.1. This Agreement is executed in New York and all provisions shall be governed by and construed according to the laws and judicial decisions of the State of New York and the United States when applicable, without regard to conflict of law provisions.

15.2. Except as provided in these terms, all disputes as to the interpretation of or any performance under this Agreement, which are not first resolved informally, shall be determined by binding arbitration governed by the American Arbitration Association ("AAA"). Unless otherwise agreed upon, the arbitration shall take place in the State of New York. This arbitration provision does not prohibit Company from bringing an action in court in the event that Publisher, in its capacity as a party to this Agreement, commits any action in breach of CAN-SPAM (15 U.S.C. § 7701), TCPA (47 U.S.C. § 227), state statutory laws, such as California Business & Professions Code § 17529; of infringement on Company's rights or the rights of any third-party; or where damages would not be an adequate remedy and Company seeks equitable relief, including injunctions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date in the relevant IO.



ADVERTISER	MOAR
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date: