



Local Yokel Media, LLC

Publisher Terms and Conditions

1) PARTIES

These Online Advertising Terms and Conditions (“Terms”) are hereby entered into by, as applicable, the publisher signing these Terms or any documents that references these Terms or that accepts these Terms electronically (“Publisher”) and Local Yokel Media, LLC (“LYM”). These Terms shall govern the relationship between www.localyokelmedia.com, a website owned and operated by LYM, and the Publisher. LYM and Publisher shall agree to the following terms and conditions for the receipt of advertising materials (“Creative”) from advertising Customers (“Customers”). This includes the serving, tracking and reporting of all Campaigns in summary made on the Company Digital advertising platform (“LYM”) to Publisher Websites (“Websites”).

2) USE POLICY

a) Membership: Membership in the LYM digital advertising platform is subject to prior approval by LYM. LYM reserves the right to refuse service to any new or existing Publisher, in its sole discretion, with or without cause. Approval of membership in the LYM Digital advertising platform is limited only to the specific root URLs for which Publisher has applied for approval. LYM reserves the right, in its sole discretion and without liability, to reject, omit or exclude any Publisher or Website for any reason at any time, with or without notice to the Publisher and regardless of whether such Publisher or Website was previously accepted.

b) Representation: Publisher represents and warrants that: (1) it is the owner or is licensed to use the entire contents and subject matter contained in the Website; (2) the Website is free of any "worm", "virus" or other device that could impair or injure any person or entity; (3) the Website does not violate any law or regulation governing false or deceptive advertising, sweepstakes, gambling, comparative advertising, or trade disparagement; (4) the Website does not contain any misrepresentation, or content that is defamatory or violates any rights of privacy or publicity; (5) Publisher is generally familiar with the nature of the Internet and will comply with all laws and regulations that may apply; and (6) the Website does not and will not infringe any copyright, trademark, patent or other proprietary right. Publisher grants LYM and the customer the right and license to transmit the Creative to the Website.

c) Termination: LYM reserves the right to terminate any Publisher's relationship with the LYM digital advertising platform at any time, with or without cause. Termination notice may be provided via email or any other public means and will be effective immediately. Upon receipt of such termination notice, Publisher agrees to immediately remove from his/her website LYM's html code for serving Creative from LYM. Publisher will be paid, in the next scheduled payment cycle, all legitimate earnings due up to the time of termination.

d) Content: LYM reserves the absolute right to refuse to affiliate with any Publisher. LYM does not accept Websites that produce or provide adult content. LYM does not accept Websites that engage in, promote or facilitate illegal or legally questionable activities such as pirating and hacking. LYM does not accept Websites that are: under construction, hosted by a free service, personal home pages, or do not own the domain they are under. This Agreement is voidable by LYM immediately if Publisher fails to disclose, conceals or misrepresents itself in any way. In addition, LYM may in its complete discretion refuse to serve any Website that it deems inappropriate. To insure compliance with this Agreement, any Publishers that change their content after approval for membership MUST notify LYM of the changes in writing IMMEDIATELY. We prefer you notify us ahead of time of any major changes in content or design.

e) Traffic: LYM reserves the right to terminate Publisher's relationship with LYM immediately should either the number of Impressions delivered by Publisher total less than 25,000 per month or Publisher's traffic falls below the threshold established by LYM from time to time.

f) Campaign Approval: Publisher will have the right to approve or reject each submitted ad campaign for any reason. LYM reserves the right to approve on Publisher's behalf any pending ad campaign after 24 hours of the ad campaign's submission by Advertiser. Advertiser may cancel pending ad campaigns. No payment is due to Publisher on canceled or rejected ad campaigns, regardless of the time and method of rejection or cancellation. Once an ad campaign launches, publisher agrees not to alter LYM's ad tags or do anything to disrupt or cease a running campaign.

g) Defaults: LYM may not be able to fill 100% of advertising requests sent to its servers with premium paying ads specifically requesting Publisher site. LYM may provide, at its discretion, Ads from other third party digital advertising platforms, ie., "backfill Ads". Publisher agrees to accept these backfill Ads under these terms and conditions. Publisher may shut off these ads by submitting an email request to pub@localyokelmedia.com. LYM will have a 48 hour grace period to shut off backfill Ads on Publisher's site. LYM may also display so-called 'house' and 'Ad Council' ads on any Publisher's website when technical difficulties require it. So-called 'house' and 'Ad Council' ads are not paid advertising. Under no circumstances does LYM guarantee to provide any percent fill of paid advertising to a website.

h) Placement: Publisher agrees to create Ad spaces on each of Publisher's Site(s) that comply with standard Internet Advertising Bureau ad unit sizes. Creative may NOT be placed on any root URL not specifically approved for membership within the Digital advertising platform. All creative must be placed within specified ad unit areas of the Webpage (varies by creative type). No member will place ads on blank pages, on pages with no content, on non-approved Websites, or in such a fashion that may be deceptive to the visitor. Creative may NOT be placed on web pages that contain content that is not under direct webmaster control. In addition, all Creative must be placed in such a manner that a majority of visitors will notice the Creative.

i) Fraud and Deception: LYM audits every Publisher's traffic on a daily basis. Publishers that commit fraudulent activities, including false clicks, false impressions, and incentivized clicks, will have their account permanently removed from our digital advertising platform and will not be compensated for fraudulent traffic. Additionally, LYM reserves the right to register fraudulent Publishers in a global ad digital advertising platform fraud database, for usage by other ad digital advertising platforms. We have several fraud mechanisms at our disposal that will detect most forms within a few days of the initial activity. All proceeds from accounts with fraudulent activity will be refunded to Advertisers. All LYM Creative must be served from LYM's ad server or serving location. Stored images that are loaded from a

different location will not count towards any statistic or payment. Publishers agree to not artificially inflate traffic counts using a program (including scripts), device, or other means. Excessive page reloading or any other abuse of our system could result in legal action. No Publisher shall induce visitors to click on Creative based on incentives, provided, however, that, with the prior approval of LYM, certain language may appear above or below an advertisement served by LYM. The following methods of generating visitor interest are unacceptable to LYM and may be grounds for dismissal from the digital advertising platform: use of unsolicited email or inappropriate newsgroup postings to promote your Website; auto-spawning of browsers; automatic redirecting of users; clicking on your own banners; blind text links; misleading links; or any other method that may lead to artificially high numbers of impressions or clicks.

j) Code: LYM ad codes must not be modified from original format without consent from LYM. Publisher agrees to use the ad code provided for displaying Creative not more than ONCE per page view. Publisher cannot alter, copy, modify, take, sell, reuse, or divulge any LYM computer code, except as is necessary to partake in the LYM digital advertising platform, provided, however, with the prior approval of LYM, a Publisher may, in certain instances, modify the LYM computer code for purposes of inserting certain pre-approved language above or below an advertisement served by LYM.

k) Data Reporting (Stats): LYM is the sole owner of all website, campaign and aggregate web user data collected by LYM. Publisher only has access to campaign data that is collected through the use of their inventory. Advertisers only have access to website and web user data that is collected as part of Customer's campaign. LYM reserves the right to share data reporting with third parties on behalf of publisher or advertising customers.

l) Contact Information: To insure timely payment, Publishers are responsible for maintaining the correct contact and payment information associated with their account. **Payment profile information must be updated by the last day of the month to be reflected in the next payment.** This must be done online using the Publisher's Profile page by logging on to www.localyokelmedia.com. Any and all bank/service fees associated with returned or cancelled payments due to any error in the Publisher contact or payment information are Publisher's responsibility, and will be deducted from re-payment.

3) PAYMENT POLICY

Revenue will be calculated based on traffic measurements made by LYM's (third party) ad server. For purposes of fair and accurate reporting, LYM's traffic audits will be the sole source of traffic measurement for billing purposes.

Actual campaign rates vary with market conditions. Gross campaign rates are less any payment transaction fees, cost-of-money / bad-debt fees and applicable ad serving fees. LYM reserves the right to set and negotiate specific payment terms on an individual basis.

Effective March 1, 2015, Publishers will typically be paid within sixty (60) days after the end-of-month. LYM will reconcile any traffic discrepancies with our ad partners in that 60 day reconciliation period. An existing Publisher already on the LYM platform prior to March 1, 2015 will either continue its existing terms or migrate to the new terms, on a case by case basis. Final payment will be based on these reconciled impression levels reported in monthly statements. Previously reported impression levels are subject to change as a result. **Do not invoice LYM. All Publisher invoices are discarded.** All accounts will

be settled in US dollars (\$US). No payments will be issued for any amounts less than \$100.00. Guaranteed payments for balances of less than \$100.00 will incur a service charge of \$2.50. Net payments under \$1.00 after service charge will not be made and are permanently forfeited. All unpaid earnings will rollover to the next pay period. Any Publisher account that is unpaid for six (6) months due to low traffic becomes subject to immediate payoff and immediate dismissal from the LYM digital advertising platform. All payments are based on actual impressions as defined, accounted and audited by LYM. LYM reserves the absolute right not to pay any accounts or Publishers that violate any of the terms and conditions set forth herein. LYM will be responsible for determining, in its sole and absolute discretion, what acts and omissions violate this policy, and which acts include activity that is deceptive or fraudulent in nature.

4) LIABILITY POLICY

a) Indemnification: Publisher is solely responsible for any legal liability arising out of or relating to (i) the content and other material set forth on the Publisher Websites and/or (ii) any content or material to which users can link through the Publisher Websites (other than through an advertisement supplied by LYM). Publisher hereby agrees to indemnify, defend and hold harmless LYM and its officers, directors, agents, affiliates and employees from and against all claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, suits or proceedings (a) for libel, defamation, violation of right of privacy or publicity, copyright infringement, trademark infringement or other infringement of any third party right, fraud, false advertising, misrepresentation, product liability or violation of any law, statute, ordinance, rule or regulation throughout the world in connection with the Publisher Websites (except for advertisements supplied by LYM); (b) arising out of any material breach by Publisher of any duty, representation or warranty under any agreement with LYM; or (c) relating to a contaminated file, virus, worm, or Trojan horse originating from the Publisher Websites (other than through an advertisement supplied by LYM).

b) Damages: In no event shall either party be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of data, loss of use, or loss of profits arising there under or from the provision of services.

c) Warranty Disclaimer: LYM and its Customers do not make and hereby expressly disclaim all warranties, express or implied, with respect to any matter whatsoever, including, without limitation, the performance of any software programs incidental to services rendered by LYM, services provided there under, or any output or results thereof. LYM and its Customers specifically disclaim any implied warranty of merchantability or fitness for a particular purpose.

d) Limitation of Liability: Neither LYM nor its Customers will be subject to any liability whatsoever for (a) any failure to provide reference or access to all or any part of the Website due to systems failures or other technological failures of LYM or of the Internet; (b) delays in delivery and/or non-delivery of Creative, including, without limitation, difficulties with a Customer or Creative, difficulties with a third-party server, or electronic malfunction; and (c) errors in content or omissions in any Creative.

5) GENERAL

a) Applicability: In This Agreement, including all attachments which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. Applicable sections shall survive expiration or early termination of this Agreement. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties and neither LYM nor Publisher shall hold itself out as the agent of the other, except for that specified in this Agreement. Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communication or utility failures, or casualties. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement shall be effective only if in writing and signed by the parties. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. Headings used in this Agreement are for ease of reference only and shall not be used to interpret any aspect of this Agreement. In addition to terms that are negotiated and documented separately from this Agreement, terms that are automatically generated through the interactive use of the LYM website Publisher interface are explicitly bound by this Agreement.

b) Public Release: Publisher shall not release any information regarding Campaigns, Creative, or Publishers relationship with LYM or its customers, including, without limitation, in press releases or promotional or merchandising materials, without the prior written consent of LYM. LYM shall have the right to reference and refer to its work for, and relationship with, Publisher for marketing and promotional purposes. No press releases or general public announcements shall be made without the mutual consent of LYM and Publisher.

c) Remedy: If any Publisher violates or refuses to partake in their responsibilities, or commits fraudulent activity against us, LYM reserves the right to withhold payment and take appropriate legal action to cover its damages.

d) Audit: LYM shall have the sole responsibility for calculation of Publisher earnings, including Impressions and click through numbers. In the event Publisher disagrees with any such calculation, a written request should be sent immediately to LYM. LYM will provide Publisher with an explanation or adjustment of the numbers which shall be final and binding.

e) Modifications: LYM reserves the right to change any conditions of this contract at any time. Members are responsible for complying with any changes to the LYM Publisher Agreement within 10 business days from the date of change. LYM will post any changes to this Agreement in the Publisher area of the LYM Website.

f) Privacy: Publisher shall support LYM's commitment to protect the privacy of the online community; such commitment is set forth in LYM's Privacy Policy, which is hereby incorporated into this Agreement.

g) Assignment: Publisher may not assign this Agreement, in whole or in part, without written consent from LYM. Any attempt to assign this Agreement without such consent will be null and void.

h) Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of Delaware.

i) Ability to Enter into Agreement: By executing this Agreement, Publisher warrants that Publisher (or Authorized Representative of Publisher) is at least 18 years of age, and that there is no legal reason that Publisher cannot enter into a binding contract.