

## Online Display Terms and Conditions

Rev. April 2016

If you have ordered the Online Display Product, you agree to the Digital Ads and Services Terms and Conditions and to the following additional terms and conditions. Capitalized terms used but not defined in these terms and conditions will have the same meaning given in the Marketing Services Agreement.

1. **Definitions:**

- a. "Online Display Product" means digital display advertising services including, but not limited to, the creation of a dynamic display advertisement in various sizes, targeting, campaign optimization, online distribution, reporting and guaranteed Initial Term Impressions.
- b. An "Impression" is an action that leads to your Online Display Product being displayed on the page of a website.
- c. "Initial Term" has the same meaning as Section 3 of the Marketing Services Agreement.
- d. "Shortfall" has the meaning set forth in Paragraph 3 below.
- e. "Non-Breach Status" means that you are not in breach of the Marketing Services Agreement or these terms and conditions, including without limitation, your payment obligations.
- f. "Renewal Term" means any period following the Initial Term for which the Online Display has been automatically renewed on a month-to-month term..

2. **Impressions.** We will provide the following number of Impressions for your Online Display Product, depending upon which Product you ordered:

Online Display \$250 = Average of 25,000 impressions a month during the Initial Term

Online Display \$500 - Plus 1= Average of 50,000 impressions a month during the Initial Term

Online Display \$1,125 - Plus 2= Average of 125,000 impressions a month during the Initial Term

Online Display \$2,000 - Plus 3= Average of 250,000 impressions a month during the Initial Term

Online Display \$3,500 - Premium 1= Average of 500,000 impressions a month during the Initial Term

Online Display \$5,500 - Premium 2= Average of 1,000,000 impressions a month during the Initial Term

Online Display \$10,000 - Premium 3= Average of 2,500,000 impressions a month during the Initial Term

**The average number of Impressions is guaranteed over the Initial Term of your Online Display Product, and no guarantee is provided on a monthly basis. You acknowledge that the number of Impressions per month may vary over the term of your Online Display Product.**

3. **Shortfall and Remedies.** If we do not provide the guaranteed number of Impressions by the end of the term ("Shortfall") or if we in our sole discretion determine that we risk not providing the guaranteed number of Impressions by the end of the term, then we may provide one or both of the following remedies to you:

- a. Extend the term of your Online Display Product on condition that you are in a Non-Breach Status; and/or
- b. If we are unable to satisfy the guarantee through the extension period, make a pro rata adjustment to the amount you owe for the Online Display Product based on the number of Impressions you received compared to the guarantee.

4. **Content for Online Display Product.** By purchasing the Online Display Product you grant us the right to obtain images and or other content via automated or manual methods from your website and other online presence, including but not limited to social media pages, to be used within your Online Display Product. Such images and other content will be considered Client Content.

5. **Automatic Renewal.** We will have no obligation to provide you with an Impression guarantee for any Renewal Term.

6. **Client Responsibility and Billing.** You understand and agree to fully cooperate in the fulfillment of your Online Display Product. **You agree that we may bill you and you agree to pay for Services rendered even if the full Service is not provided due to your failure to respond, provide required information or content, or your lack of cooperation.**

7. **Miscellaneous.** If at any time during the Initial Term your account is suspended or cancelled, the number of Impressions referenced in 2 above shall not be guaranteed. Other than the number of Impressions in Section 2, we do not provide any guarantees for your Online Display Product, including without limitation the type, quality, or location of the Impressions or the response to the Impressions.