



Advertiser Terms

Services:

Final numbers to be based on Xertive Global Media Reporting system

Integration Method:

Real-time

Creative Info

Posting and creative instructions to be provided by the Advertiser. This includes images and/or offer copy text.

Standard Terms and Conditions

These terms and conditions ("Standard Terms") shall be deemed incorporated by reference into any insertion order (the "Insertion Order") submitted by the advertiser or its agency set forth in the Insertion Order (collectively, "Advertiser") and shall govern the Insertion Order.

All Insertion Orders are subject to acceptance by Xertive Global Media ("Xertive"). The Standard Terms and Insertion Order shall be collectively known as the "Agreement." Advertiser and its agency (if applicable) shall be jointly and severally responsible under this Agreement

1. Term of Agreement

The term of this Agreement commences on the Acceptance Date set forth in the Insertion Order and terminates on the End Date set forth in the Insertion Order or such other date as the parties may agree in writing.

2. Terms of Payment

Xertive will invoice Advertiser as set forth in the Insertion Order and as provided herein below. Payment as set forth in the Insertion Order shall be made to Xertive upon receipt of invoice.

Amounts unpaid after 30 days, from the invoice due date as set in the IO's payment terms, shall bear interest at the rate of one point five percent (1.5%) per month (or the highest rate permitted by law, if less) until paid in full. In the event of any failure by Advertiser to make payment, Advertiser will be responsible for all reasonable expenses (including attorneys' fees) incurred by Xertive in collecting such amounts and an additional reinstatement payment of \$1,000. Without limiting any other remedy available to Xertive in law or equity, in the event that Advertiser is in



default of its obligations hereunder, including without limitation delinquent in payments required to be made hereunder, Advertiser shall upon notice by Xertive cease-and-desist from any further use or other information acquired under this Agreement.

In the event of the appearance of domains harmful to Advertiser, reductions of payment will only be applied to domains who have been found to be risky, with a grading of 10% or higher. It is crucial that Advertiser notify Xertive immediately if such suspicious activity arises from 3rd party vendors so that Xertive can immediately block the domains. In the event of a non-immediate notification, Advertiser may have up to 7 days past the end of the month to notify Xertive regarding the suspicious activity and to request a reduction of payment. Any fraud claims or any other claim raised that causes reduction of payment must be supplied with a detailed report from an industry-known fraud detection service along with evidence that the advertiser deducted the payment accordingly, until the 15th of the following month in which the alleged IVT was delivered. Any undisputed amounts shall be paid on-time.

All payments due hereunder are in U.S. dollars or any other currency that agreed upon, and are exclusive of any applicable taxes. Advertiser shall be responsible for all applicable taxes on his side.

3. Advertiser's Representations & Undertakings

Advertiser represents and warrants to Xertive that Advertiser holds all necessary rights to permit the use of the advertisement by Xertive for the purpose of this Agreement; and that the use, reproduction, distribution, transmission or display of advertisement, any data regarding users, and any material to which users can link, or any products or services made available to users, through or as a result of the advertisement will not (a) violate any applicable laws or any rights of any third parties, (b) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law, or (c) use any trademark, trade name, or corporate name of Xertive without the prior written consent of Xertive. In addition and without derogating from the above, Advertiser represents and warrants that Advertiser shall take all reasonable measures to protect and prevent Israeli users an access to any site which advertisement of gambling and/or pornography is being published (the "Protection"). Subject to Xertive's request, Advertiser shall supply Xertive with reports, and information relating to the Protection.

Advertiser agrees to indemnify, defend and hold Xertive harmless from and against any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses, arising out of or related to (i) a breach of any of the foregoing representations and warranties; and (b) any materials to which end users can be exposed, as well as any products or services offered or made available to end users, through the advertisement under this Agreement.

Advertiser agrees to allow Xertive to implement Pixel Tags throughout the product funnel, if requested to do so. Such tags will strictly be used for the purpose of tracking and optimization of the campaign results.

During the term of this Agreement and until the lapse of twelve (12) months thereafter, Advertiser shall not, directly or indirectly, solicit, hire, engage, endeavor to entice away from Xertive or otherwise interfere with the relationship of the Company with any person or entity who is an employee, officer, director, consultant, contractor or supplier of Xertive.

4. Right to Reject Advertisement

Positioning all contents of advertisements is subject to both parties' approval. Xertive reserves the right to reject or cancel any advertisement, Insertion Order, URL link, space reservation or position commitment, at any time, for any reason whatsoever (including belief by Xertive that any placement thereof may subject Xertive to a risk of criminal or civil liability).

5. Confidentiality

During the term of this Agreement, and until such time as the "Confidential Information" (as defined below) is no longer protected as a trade secret under applicable law, neither party will use or disclose any "Confidential Information" of the other party except as specifically contemplated herein. "Confidential Information" means information that: (1) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality. Subject to the foregoing, Confidential Information shall include, without limitation, technical or non-technical data, formulae, pattern, compilation, program, device, method, technique, drawing, process, financial data, or list of actual or potential customers or suppliers, the advertisement before publication, and the terms of the Insertion Order. Confidential Information does not include information that: (i) has been independently developed by the receiving party without access or reference to the other party's Confidential Information; (ii) has become publicly known through no breach of this Section by the receiving party; (iii) has been rightfully received not under any confidentiality undertaking from a third party authorized to make such disclosure; (iv) has been approved for release in writing by the disclosing party; or (v) is required to be disclosed by a competent legal or governmental authority. At the request of the disclosing party, the receiving party shall return all of the disclosing party's Confidential Information to the disclosing party.

6. Termination

In the event of a material breach by either part, the non-breaching party may terminate this Agreement immediately without a cure period. In the event of termination, no obligation or liability of Xertive shall survive, and the Advertiser shall remain liable for any amount due under an Insertion Order for advertisement delivered by Xertive and such obligation to pay shall survive any termination of this Agreement. Anything herein to the contrary notwithstanding, the provisions of the Agreement relating to confidentiality and any other provisions which by their nature should survive termination shall survive the expiration or termination of the Agreement for any reason.

7. No Warranty

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, XERTIVE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, XERTIVE DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE, AVAILABILITY, EFFECTIVITY, FUNCTIONALITY OR ANY OTHER ASPECT OF XERTIVE'S SERVICE.

8. Limitations of Liability

In the event that Xertive fails to publish an advertisement in accordance with the schedule provided in the Insertion Order, or in the event that Xertive fails to deliver the number of impressions specified in the Insertion Order (if any) by the End Date specified in the Insertion Order, or in the event of any other failure, technical or otherwise of such advertisement to appear as provided in the Insertion Order, the liability of Xertive and exclusive remedy of Advertiser shall be limited to either (i) placement of the advertisement at a later time in a comparable position or (ii) extension of the End Date specified in the Insertion Order until the minimum delivery requirements set forth in the Insertion Order, if any, are delivered, as the parties may mutually agree.

EXCEPT FOR EVENTS OF A BREACH OF CONFIDENTIALITY OR THE ADVERTISERS REPRESENTATIONS AND UNDERTAKINGS, NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, LOST PROFITS, INDIRECT OR OTHER DAMAGES, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

XERTIVE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT RECEIVED BY XERTIVE FROM ADVERTISER FOR THE INSERTION ORDER GIVING RISE TO THE CLAIM.

Without limiting the foregoing, Xertive shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, force majeure, or any other condition affecting production or delivery in any manner beyond the control of Xertive. Advertiser acknowledges that Xertive has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the transaction between the parties.

Xertive shall make reasonable commercial efforts in order to comply with [Advertiser's / industry standard] brand safety standards. Without limiting anything above, liability in case of a brand safety issue shall be limited to the correction of any mistake or misplacement.

9. Audit Rights

Advertiser shall keep proper records and books of account relating to the computation of payments to be made hereunder. Xertive or its designee may inspect such records to verify reports. Any such inspection will be conducted in a manner that does not unreasonably interfere with Advertiser's business activities and, except as provided below, shall be conducted no more frequently than once every six months. Advertiser shall immediately make any overdue payments disclosed by the audit plus applicable interest. Such inspection shall be at Xertive's expense; however, if the audit reveals overdue payments in excess of 5% of the payments owed to date, Advertiser shall immediately pay the cost of such audit, and Xertive may conduct another audit during the same six month period.

10. Miscellaneous

This Agreement shall be construed in accordance with the laws of the State of Israel, without giving effect to principles of conflicts of law. This Agreement shall be governed by the laws of the



State of Israel and the courts of Tel Aviv, Israel will have exclusive jurisdiction relating to or arising from all matters pursuant to this Agreement.

This Agreement may be amended only by a writing executed by a duly authorized representative of each party.

Advertiser shall make no public announcement regarding the existence or content of the Insertion Order without Xertive's prior written approval, which approval shall not be unreasonably withheld.

Any notices under this Agreement shall be sent to the addresses set forth in the Insertion Order (or in a separate writing) by facsimile or nationally-recognized express delivery service and deemed given upon receipt.

The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

If any provision contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

Use of Marks. Xertive may identify the Advertiser as well as the advertised product or service or the owner of the rights thereto (an "End Client") as a client of Xertive and display the logo, insignia or other marks of the End Client on Xertive's web site and in other materials. Upon written request from End Client to do so, Xertive shall remove all such logos and insignia without delay.

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