

S&W MEDIA GROUP PUBLISHER TERMS AND CONDITIONS

In the event of a discrepancy between the provisions of these Terms and explicit provisions in the IO (as defined below), the provisions in the IO shall prevail.

1. Definitions

“**Ad**” means any advertisement provided by Media Company on behalf of an Advertiser.

“**Advertiser**” means the advertiser for which Media Company is the agent under an applicable IO.

“**Advertising Materials**” means artwork, copy, or active URLs for Ads.

“**Affiliate**” of any entity means any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.

“**Agency**” means the advertising agency which may be listed on the applicable IO for a particular campaign.

“**Fraud**” means to directly or indirectly generate leads, clicks or impressions by fraudulent traffic generation such as bot/non-human traffic, stacked/hidden iframes, ad injection, impression laundering, clicks without referring URL'S, extraordinary high number of repeat clicks and other forms or mechanisms not approved by Advertiser.

“**Fraudulent**” means created by Fraud.

“**IO**” means a mutually agreed insertion order that incorporates these Terms, under which Media Company will deliver Ads on Sites for the benefit of Agency or Advertiser.

“**Media Company**” means Slutzky & Winshman Ltd.

“**Media Company Properties**” are websites specified on an IO that are owned, operated, or controlled by Media Company.

“**Network Properties**” means websites specified on an IO that are not owned, operated, or controlled by Media Company, but on which Media Company has a contractual right to serve Ads.

“**Parties**” means Slutzky & Winshman Ltd. and the Publisher.

“**Policy**” means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Media Company’s public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and Advertising Materials due dates.

“**Publisher**” means the website from which Media Company is buying traffic from under an applicable IO.

“**Representative**” of an entity means any director, officer, employee, consultant, contractor, agent, and/or attorney of an entity and/or of its Affiliate(s).

“**Site**” or “**Sites**” means Media Company Properties and Network Properties.

“**Terms**” means these Standard Terms and Conditions for Internet Advertising for Publishers, as they shall be amended from time to time.

“**Third Party**” means an entity or person that is not a party to an IO; for purposes of clarity, Media Company, Agency, Advertiser, and any Affiliates or Representatives of the foregoing are not Third Parties.

“**Third Party Ad Server**” means a Third Party that will serve and/or track Ads.

2. Agreement:

These Terms together with the IO constitute an agreement between the Parties (the “**Agreement**”). The Agreement supersedes all prior proposals, agreements, or other communications between the Parties regarding such subject matter.

3. Duration:

Publisher will serve the campaign for the length of duration requested, regardless of the date on which the IO is signed or sent. Notwithstanding the foregoing, either Party may stop the campaign by giving a 24 hour written notice to the other Party.

4. Cancellation and Termination

4.1. Without Cause. Unless designated on the IO as non-cancelable, either Publisher or Media Company may cancel the IO, with a 24 hour written notice.

4.2. For Cause. Either Media Company or Publisher may terminate an IO at any time if the other Party is in material breach of its obligations hereunder, which breach is not cured within 10 days of receipt of written notice from the non-breaching Party, except as otherwise stated in these Terms with regard to specific breaches. Additionally, if Agency or Advertiser breaches its obligations by violating the same Policy three times (and such Policy was provided to Agency or Advertiser) and receives timely notice of each such breach, then even if Publisher cures such breaches, the Media Company may terminate the IO or placements associated with such breach immediately upon written notice.

4.3 In the event that any payment due to the Media Company from any specific Advertiser and/or Agency is delayed for any reason (“**Delayed Amounts**”), the Media Company shall use its best efforts to collect such amounts within 30 days of the date upon which the payment was due to the Media Company from a specific Advertiser and/or Agency was required to be made (the “**Collection Period**”), and shall deliver to Publisher the Monthly Payment within 5 business days from the date of the collection of such Delayed Amounts.

4.4 Media Company may adjust payments to Publisher hereunder for refunds or credits provided to advertisers or ad-exchange agencies for their advertisements.

5. Discrepancies:

Unless otherwise agreed on, the IO by both Parties, Publisher is responsible for following the campaign numbers and noticing if there are discrepancies. Publisher is fully responsible, and agrees to be paid in full according to Media Company's numbers.

6. Delivery

6.1. Media Company will serve Ads through a Third Party ad server and payment shall be based on the Media Company's system count. Media Company will provide the Publisher with connection data (login, user name and/or password) to their ad server upon request.

6.2. In the event that Media Company determines that the impressions ordered herein are served incorrectly by the Publisher, in terms of either tag or technical specification, then such impressions shall not count towards the number of impressions deemed delivered hereunder and Media Company shall not be liable to pay for the same.

6.3. Auto Refresh: In the event that the Publisher uses any type of impression auto-refresh delivery system, the Parties shall discuss whether the use of such system negatively impacts on the commercial benefit for the Advertisers of Media Company and accordingly the Parties shall discuss in good faith and implement changes as necessary to the commercial terms hereof.

6.4. Shifting: throughout the campaign, Media Company shall have the right to request immediate shifting of ordered impressions not yet received by it to new placements of comparable value, subject to inventory and reasonable discretion.

6.5. Fraud: Media Company shall not be obligated to make any payments arising from any Fraudulent impressions generated by any person or automated means and the Media Company shall be responsible for determining, in its sole and absolute discretion, what acts and/or omissions are Fraudulent thereby violating these Terms.

7. Reporting

7.1. Media Company Reporting. Media Company will make reporting available with a log in to the appropriate ad server, either electronically or in writing, unless otherwise specified in the IO. Reports will be broken out by day and summarized by impressions, clicks, conversions, spend/cost, and other variables as may be defined in the IO. Once Media Company has provided the online or electronic report, it agrees that Publisher is entitled to reasonably rely on it, subject to provision of Media Company's invoice for such period.

8. Payments

8.1 Publisher shall prepare and send Media Company an invoice and Media Company shall remit payment to Publisher for all uncontested amounts within net sixty (60) days from the end of the month in which such revenues have been reported and collected from Media Company's third party advertisers whose advertisements were served to Publisher's inventory, less any media buying fees or bid reductions operating fees, fraud, charge backs, refunds, uncollected amounts, credit card processing fees and other reasonable deductions. It is the Publisher's responsibility to deliver invoices on time. Invoices will be approved only once numbers are validated by Media Company and all billing to be based on Media Company's numbers and on filled impressions as provided in the user interface.

8.2 Notwithstanding any other remedy available to Media Company under these Terms and Conditions, in the event that Publisher fails to provide any of its deliverables under any applicable IO, Media Company shall be entitled to demand the immediate return of any sums prepaid under the budget stipulated in such IO.

9. Websites.

The Sites on which the Media Company Advertiser's creative will be displayed (the "**Websites**") cannot include any content that Media Company deems is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, which by way of example only, might mean that it contains (i) sexually explicit, pornographic or obscene content (whether in text or graphics), (ii) speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise), (iii) graphic violence, (iv) politically sensitive or controversial issues or (v) any unlawful behavior or conduct. The Websites shall not be designed to appeal to minors. Further, Media Company is strongly committed to the protection of its end-users from all types of malicious, harmful or intrusive software and holds a zero-tolerance policy in such regard. The Websites cannot be designed to distribute or promote any spyware, adware, Trojan horses, viruses, worms, spybots, keyloggers or any other form of malware.

10. Proprietary Rights.

The full right, title and interest in all Ads and Advertising Materials and all of their components, including, without limitation, patents, trademarks, service marks, copyrights, know how, software, text, design, clips, graphics, logos and all intellectual property rights related to any of these (the "**Proprietary Rights**"), is and shall remain with Media Company and/or the Advertiser or Agency, as the case may be. Media Company reserves all rights not expressly granted in these Terms in the Proprietary Rights, and these Terms do not provide Publisher with any rights to use any Proprietary Rights, except as expressly permitted by these Terms.

11. Confidentiality.

All business, commercial, proprietary or non-public information disclosed by Media Company under these Terms is confidential, and Publisher will only use and disclose such information for the purposes of effecting this Agreement.

12. Force Majeure

12.1. Neither Media Company nor Publisher will be liable for any delay or default in the performance of their respective obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, labor disputes, riot, civil commotion or war (each a “**Force Majeure Event**”). If Media Company suffers such a delay or default, Media Company will make reasonable efforts within five (5) business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or remedy is reasonably acceptable to Publisher, Media Company will allow Publisher a pro rata reduction in the space, time, and/or program charges hereunder in the amount of money assigned to the space, time, and/or program charges at time of purchase.

12.2 Cancellation. If a Force Majeure Event continues for five (5) business days or longer, Media Company and/or Publisher shall have the right to cancel the remainder of the IO without penalty.

13. Indemnification:

Publisher hereby agrees to indemnify and defend Media Company, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, losses, liabilities, damages or expenses (including legal fees and costs) of any nature whatsoever incurred or suffered by Advertiser (collectively the “**Losses**”), insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) the breach of this Agreement by Publisher or any representation or warranty made by Publisher herein; or (ii) any claim related to the Publisher’s Sites on which Advertiser’s creative materials will be displayed.

14. Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MEDIA COMPANY OR ITS AFFILIATES OR THEIR REPRESENTATIVES BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, OR PROFITS), REGARDLESS OF LEGAL THEORY; (B) ANY CLAIMS, LIABILITIES, DAMAGES OR LOSSES IN AN AMOUNT NOT TO EXCEED THE AMOUNTS PAID TO MEDIA COMPANY BY THE PUBLISHER OVER THE PAST THREE (3) MONTHS OR ALL AMOUNTS PAID TO THE MEDIA COMPANY FOR THE CAMPAIGN PURSUANT TO WHICH THE CLAIM AROSE, WHICHEVER IS GREATER.

15. Changes:

Media Company reserves the right to modify or update these Terms from time to time, at its discretion. Publisher’s continued dealings with Media Company after any such change constitutes the Publisher’s acceptance of the new Terms of Service. If the Publisher does not agree to any of these or any future Terms, it should notify the Media Company and Media Company shall have five (5) days to decide whether to continue doing business with the Publisher or terminate the IO with Publisher.

16. Jurisdiction:

These Terms and any matters relating hereto shall be governed by, and construed in accordance with Israeli law without regard to any conflict of law principles which may be applicable and shall be subject to the exclusive jurisdiction and venue of the competent courts of Israel. Each Party hereby irrevocably consents to the jurisdiction and venue of any such court and waives any argument that any of these courts do not have jurisdiction over the Parties or such dispute or that venue in any such forum is not appropriate or convenient.

In the event of a claim hereunder, the prevailing party shall be entitled to recover its collection, processing, reasonable attorney fees, legal and court costs as well as its attorney’s fees and related costs incurred in any appeal thereof.

17. Non-solicitation:

During the term of the applicable IO, and for a period of 6 months thereafter, Publisher shall not approach or engage, directly or indirectly, any advertiser serving Ads on Media Company’s network, or solicit, directly or indirectly, such advertiser to terminate or decrease the scope of its engagement with Media Company. The Parties acknowledge and agree that a material breach of this Section will cause Media Company to suffer irreparable harm and that monetary damages may be inadequate to compensate for such damage. Accordingly, the Parties agree that in such event, Media Company will, in addition to all other remedies, be entitled to injunctive relief without the necessity of showing any actual damage or posting a bond and/or shall be entitled to a decree of specific performance of the terms of this IO against Publisher.

18. Entire Agreement:

The IO to which these Terms are attached together with these Terms reflect the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, whether oral or written of either party. This agreement may only be amended by a written instrument executed by both parties