

Terms and Conditions for Publishers

These Terms and Conditions for Publishers together with designated Special Terms and Conditions for specific service (the “**Designated Service Terms**”) and/or the Insertion Order (“**IO**”), to the extent applicable, entered into by and between Creative Clicks Media BV. or any of its affiliated companies as per the applicable service (“**Creative Clicks**”) (this “**Agreement**”) govern use by and the publisher listed therein (“**Publisher**”) with respect to the relevant service being provided by Creative Clicks.

Publisher acknowledges that by (i) taking any step to order or to request Marketing Service, or to otherwise use the Marketing Service or (ii) clicking “I agree to the terms and conditions” box or the like, shall be deemed as acceptance and agreement to the terms and conditions set forth herein.

1. **DEFINITIONS.** FOR PURPOSES OF THIS AGREEMENT, THE FOLLOWING TERMS HAVE THE MEANING SET FORTH BELOW:

1.1. “**Creative Clicks Service**” means the digital media services provided by Creative Clicks in connection with distributing and/or promoting and/or displaying the Ads or as otherwise agreed by the parties in connection with the fulfillment of Action(s) determined by the Advertiser.

1.2. “**Action(s)**” means the fulfillment of certain predefined actions by End Users in connection with the Ads.

1.3. “**Ad**” or “**Advertisement**” means text-based, graphical, interactive, rich media and video, or other digital advertisements, including, without limitation, banners, buttons, towers, skyscrapers, pop-ups, pop-unders and video advertisements.

1.4. “**Advertiser**” means the person or entity providing the Advertisement and duly registered as the Advertiser of such Ads.

1.5. “**Chargeback(s)**” means that an Advertiser or Creative Clicks may apply a debit to the Publisher’s account in circumstances of (i) duplicate entry or other clear error; (ii) non-bona fide Actions; (iii) non receipt of payment from, or refund of payment to an End-User by the Advertiser; or
(iv) Publisher’s failure to comply with any Service terms or other applicable restrictions.

1.6. “**Collected Data**” means all End-User and other information gathered by the use of Creative Clicks Service in combination with the placement and/or use of the Ad on a Site.

1.7. “**Confidential Information**” has the meaning given in Section 12.

- 1.8. “**End-Users**” means users of a Publisher Web Site.
- 1.9. “**Fees**” means those certain fees indicated in the associated IO or the Designated Service Terms.
- 1.10. “**Intellectual Property Rights**” means all works of authorship, registered copyrights, common law copyrights, registered trademarks, common law trademarks, trade dress, labels, designs, logos, patents, patent applications, know-how, trade secrets, database rights, design rights and all other intellectual property rights and associated good will (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.
- 1.11. “**Network**” means Company’s proprietary platform, system and related tools that enable an Advertiser to purchase inventory and make the Ads available for distribution and/or promotion through the Network. At the same time, the Network allows Publisher to receive, download and make available Ads for presentation to its End-Users on Publisher Web Sites.
- 1.12. “**Publisher Web Site**” or “**Site**” means a web and/or mobile and/or other agreed digital site used by the Publisher in connection with relevant Ads and/or Marketing Service.

2. USE OF NETWORK.

- 2.1. **Use of Network.** Publisher agrees to use, and Creative Clicks agrees to make available, the Network during the term in order to receive, download and make available Ads from Advertiser to Publisher for use on Publisher Web Sites according to the terms and conditions of this Agreement and/or any additional limitations or restrictions provided in connection with the relevant Ads (the “**Marketing Service**”). Publisher will be solely responsible for the marketing and distribution activities used by it in connection with the distributing and/or displaying the Ads, and for any costs or expenses connected therewith.
- 2.2. **License Grant** Subject to the terms and conditions of the Agreement, Creative Clicks hereby grants to Publisher a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sub-licensable, license to use the Ads solely for the limited purpose of providing the Marketing Service (the “**License**”). The License will immediately and automatically terminate if Publisher does not comply with any of its obligations hereunder. All rights which are not expressly granted herein are reserved by Creative Clicks. Publisher may not make any use of the Ads in whole or in part in any manner not expressly permitted by the Agreement.
- 2.3. **Availability of Network.** Publisher understands and agrees that from time to time the Network may be inaccessible, unavailable or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which

Creative Clicks may undertake from time to time; or (iii) causes beyond the control of Creative Clicks or which are not reasonably or digital foreseeable by Creative Clicks, including, without limitation, interruption or failure of telecommunication transmission links, hostile network attacks, the unavailability, operation, or inaccessibility of Sites or interfaces, Network congestion or other failures.

2.4. Publisher Site Requirements. Publisher acknowledges that each Publisher Web Sites must meet the following criteria: (i) Publisher Web Site is permanently available to End-Users and meets industry standard technical and graphical expectations; (ii) Publisher either owns or is entitled to use the content displayed on all URLs on which the Ad is made available to End-Users;

(iii) Publisher Web Site does not violate any applicable laws or regulations, including without limitation, false or deceptive or comparative advertising laws, gaming and gambling laws, competition laws, criminal laws, spamming, privacy, obscenity, or defamation). You agree that you will not access or otherwise use third party mailing lists in connection with preparing or distributing unsolicited email to any third party; (iv) Publisher Web Site does not contain content that is defamatory, violates any rights of privacy or publicity or constitutes a misrepresentation; (v) Publisher Web Site does not produce or contain adult content; (vi) the content of Publisher Web Site does not and will not infringe any Intellectual Property Rights or other proprietary rights;

(vii) Publisher does not engage in, promote or knowingly facilitate activities such as pirating, hacking or any other activities which are illegal; and (viii) Publisher operates and maintains an efficient “notice-and-take-down” mechanism and policy that complies with applicable law in respect of unlawful activity or content contributed to Publisher Web Site without Publisher’s knowledge or awareness of its unlawfulness.

2.5. No Modification of Ad. Unless expressly permitted otherwise, Publisher will not edit or modify the Ad in any way, including without limitation resizing, altering, and changing the Ad. Publisher will display the Ads in accordance with all applicable specifications, limitation and restrictions. Creative Clicks may change or revise the content that is posted in the Creative Clicks platform at any time, in its sole discretion, and Publisher agrees to use only the most recent version of the content that is posted on the Creative Clicks platform.

2.6. Fraud and Deception. Although Creative Clicks has no obligation to monitor your use of the Services, Creative Clicks Creative Clicks reserves the right to and may perform audits of your use of the Services. Publishers that commit fraudulent activities, will not be entitled to any compensation. Additionally, Creative Clicks reserves the right to disclose details relating the fraudulent Actions, including the identity of the violating Publisher without further notice. All proceeds from accounts with fraudulent activity will have to be refunded to Advertisers. The aforesaid audit rights will not be deemed to impose upon Creative Clicks to monitor and/or audit your use of the Services. Fraudulent Actions shall be defined as Actions generated or enhanced through depictive or misleading practice, method or technology including, but not limited to, the use of any spyware, adware, device, program, robot, Iframes, hidden frames, redirects, spiders, computer script or other automated, artificial or fraudulent methods designed to appear like an individual, real live person.

2.7. **Use in Accordance with Applicable Law.** Publisher acknowledges that all marketing activities performed pursuant to this Agreement are in compliance with all applicable international, federal, and state laws, rules and regulations including, but not limited to the CAN- SPAM Act of 2003, as amended from time to time (“CAN-SPAM”), Canada’s Anti-Spam Legislation, as amended from time to time (“CASL”), the Federal Trade Commission Act, the Federal Communications Act, the Telephone Consumer Protection Act, as amended from time to time (“TCPA”), and the Children Online Privacy Protection Act, as amended from time to time (“COPPA”). If Publisher is found to be in violation of any applicable law, Publisher may be immediately suspended from the Network and this Agreement may be terminated without notice to Publisher.

3. **Tracking Code and Reporting**

3.1. All Ads include a special transaction tracking pixel (“**Tracking Pixel**”) to measure the Actions, which shall apply unless expressly agreed otherwise. Publisher undertakes not to disable, circumvent, modify or otherwise interfere with the Tracking Pixel. In the event that the Tracking Pixel is not correctly functioning or adjusted, Publisher agrees that, may utilize a historical analysis of the Publisher promotion of Advertiser in order to determine an equitable amount of estimated Payouts.

3.2. Creative Clicks shall provide Publisher with access to tracking and reporting tools. Tracking details may not be available on a real-time basis for all Advertisers and there may be reporting delays regarding certain Actions or Services and/or Advertisers.

4. **Data Collection**

4.1. **Collected Data.** Creative Clicks owns all Collected Data gathered by or through the use of the Creative Clicks Service and/or any or all reports, results, and/or information created, compiled, analyzed and/or derived by Creative Clicks from such data. The Publisher agrees that Creative Clicks shall be permitted to collect data for the purposes of using this information for enhancing the efficiency of the Creative Clicks Service. All Collected Data shall be deemed Creative Clicks’s Confidential Information. Any use of such Collected Data by Publisher shall be only as expressly permitted in this Agreement and in strict compliance with Creative Clicks’s privacy policy which is available at <http://www.Creative Clicks.com/assets/global-privacy-policy>. Publisher acknowledges that all personal information provided to Creative Clicks has been collected with the relevant individual’s consent, and that you have informed the individual of the purpose for which that information was collected, and that you may provide this information to us for the purposes of use in relation to the Services.

4.2. **End-User notice.** Creative Clicks requires that Publishers using the Network include clear notices on their websites addressed to End-Users about the collection and use of information by third parties. Such notices should include, without limitation: (a) a description of the type of information that is being collected and its use; (c) an explanation of how, and the purpose for which, such information will be used or transferred to third parties; (d) a link to an appropriate opt-out mechanism, to the extent required.

Creative Clicks also requires that - as a condition of these Terms, if personal data in the sense of the EU Regulation 2016/679 (“GDPR”) is concerned publisher must comply with the GDPR requirements regarding consent; more specifically Publisher must have obtained consent* from the data subjects for processing their Data. Creative Clicks does not accept any liability in this respect.

*For the avoidance of doubt; consent means any freely given, specific, informed and unambiguous indication of the data subjects wishes, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

5. Publisher Payments.

5.1. **Fees.** Unless specified otherwise in the Designated Service Terms or IO, Creative Clicks will pay Publisher the Fees according to the agreed payout rates under the applicable Ad program with a default payout rate equal to the applicable public payout rate listed within the Network (the “**Payout**”). Payment will be made on a net 15 automatic basis based on the legitimate Actions listed in the Network (the “**Payment Metrics**”). Unless Publisher disputes in writing the Payment Metrics within two days as of the end of the relevant cycle, Creative Clicks will issue an invoice and pay the Fees within 3 days of the end of the relevant cycle.

5.2. **Payment Method.** The Publisher may select to receive payment in any of the currencies that Creative Clicks supports. The currency exchange rates shall be determined in accordance with the “Oanda FX change” continuous trading system. Creative Clicks shall determine the conversion rates based upon its operating standards according to the prevailing rates on the date of payment, or upon the basis of historical conversion rates if rates are unavailable. The Fees and debits for Charge-backs, and conversion costs, as calculated by Creative Clicks, shall be final and binding on the Publisher. Should it be required to pay transactions fees, such fees shall be covered by the Publisher and deducted by Creative Clicks Market from each applicable payment.

5.3. **Calculations.** Creative Clicks will be the sole arbiter in determining the number of impressions, clicks, actions, or other applicable metric, delivered, shown, produced, clicked on, or viewed unless otherwise indicated in Purchase Order. Creative Clicks will be solely responsible for determining Fees to Publishers hereunder based on its Payment Metrics which are final and binding.

5.4. Minimum payments are as follows: (i) if using PayPal – US\$50.00; (ii) if using wire transfer – US\$250.00; (ii). Accrued and unpaid Payouts will not incur any interest.

6. **Term; Termination.**

6.1. **Term; Termination.** The Agreement is deemed effective upon the earlier of: (i) when subsequently accepted by the signature of an authorized employee or agent of Creative Clicks; or

(ii) when Publisher commences to use any of the Services. The term of the Agreement shall continue until the Service is fully provided. Either party may terminate the Agreement for any reason upon two (2) business days' prior written notice. For purposes of this Section 5, notice may be sent by email to the party's account representative specified in the IO (or to such other account representative that a party may specify in writing from time to time), and shall be effective one (1) business day after it is sent.

6.2. **Suspension by Creative Clicks.** Creative Clicks may suspend this Agreement and Publisher's access to and use of the Network without notice (a) if Publisher permanently fails to provide necessary technical implementation of Ads received, downloaded and made available on its Publisher Web Site; or (b) repeatedly fails to take appropriate and efficient measures to ensure certain editorial quality of its Publisher Website and avoid misuse of content included in or represented by Ads; or (c) upon Creative Clicks's reasonable belief that Publisher has breached any of its representations, warranties or covenants set forth herein.

6.3. **Credit Risk.** Publisher acknowledges that it is aware that Creative Clicks has a risk management policy relating to the Services it provides, including as a result of loss and/or due to non-performance by counterparties of their contractual obligations or lack of credit worthiness. Creative Clicks monitors its exposure to these counterparties primarily by reviewing credit ratings, financial statements and payment history and reserves the right to introduce or take certain precautionary steps or require certain securities in order to reduce its risk.

6.4. **Survival.** Sections 1, 3.3, 3.4, 4.5, 4, 8, 4.9, 5, 6, 7, 8, 9, 10, 11, 12 13 and 14 shall survive termination or expiration of this Agreement for any reason.

7. **Representations.**

7.1. **Mutual.** Each party represents and warrants that it has the full right, power, legal capacity and authority to enter into, deliver and fully perform under the Agreement and that its performance hereunder will fully comply with all applicable laws, rules and regulations.

7.2. **Publisher's Representations, Warranties and Covenants.** Publisher further represents, warrants and covenants that (a) Publisher Web Sites meet the requirements according to Section 4 of this Agreement and further, (b) Publisher has read and will comply with Creative Clicks's privacy policy that can be found on the Creative Clicks Web site; (c) Publisher's use of the Network will comply with all applicable laws (including that Publisher's collection, use and storage of data in connection with or resulting from its use of the Network shall comply with all applicable privacy laws); (d) neither Publisher nor its End-User will claim own rights to the Ad; (e) Publisher will only display and distribute the Ad "as is" without illegitimately editing or

modifying it and (f) Publisher will immediately and in any case remove Ads and cease to grant its End-Users access to the respective Ad in case such Ads infringe third party's Intellectual Property Rights or are unlawful or immoral for any other reason. In this case Publisher may not refuse cooperation for any reason.

Separate Agreement. Publisher further represents and warrants that each Designated Service Terms and IO constitutes a separate agreement only with the relevant entity detailed therein and in no event will Advertiser have any legal relations with any other Creative Clicks entity in connection with the services provided pursuant to the relevant IO.

Disclaimer. USE OF THE SERVICES AND ANY RELIANCE BY PUBLISHER UPON THE SERVICES, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY

LAW, CREATIVE CLICKS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND TO THE EXTENT PERMITTED BY LAW CREATIVE CLICKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. Limitations of Liability.

10.1. No Consequential Damages. SUBJECT TO SECTION 11, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE INDIRECT LOSS OF PROFIT OR REVENUE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

10.2. Limitation of Liability IN NO EVENT SHALL CREATIVE CLICKS'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHEN AGGREGATED WITH CREATIVE CLICKS'S LIABILITY FOR ALL OTHER CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT) EXCEED THE TOTAL AMOUNT PAID BY CREATIVE CLICKS MEDIA GROUP TO PUBLISHER UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD PRIOR TO THE DATE THE LIABILITY FIRST AROSE. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER WHICH IT WILL FOREVER EXPIRE.

10.3. Allocation of Risk. The Parties agree that the limitations made in this Section 10 reflect a reasonable allocation of risk and are a material condition to entering into these Agreement.

11. Indemnification. Publisher shall indemnify, defend and hold harmless Creative Clicks and its directors, officers, employees and agents and its and their respective successors, heirs and assigns (collectively, the "**Creative Clicks Parties**") against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) (collectively, "**Losses**") incurred by or imposed upon the Creative Clicks Parties or any one of them in connection with any third-party claim, suit, action, demand or judgment ("**Claims**") (a) alleging any fact, which, if true, would constitute a breach by Publisher of Section 8, (b) any third party allegation or claim against Creative Clicks relating to a violation of any Laws or Regulations, or (c) Publisher's use of the Network other than as permitted herein; provided, however, that in any such case Creative Clicks will (i) provide Publisher with prompt notice of any such claim (provided that the failure to provide prompt notice shall only relieve Publisher of its obligation to the extent it is materially

prejudiced by such failure and can demonstrate such prejudice); (ii) permit Publisher to assume and control the defense of such action upon Publisher's written notice to Creative Clicks of Publisher's

intention to indemnify; and (iii) upon Publisher's written request, and at no expense to Creative Clicks or its affiliates, provide to Publisher all available information and assistance reasonably necessary for Publisher to defend such claim. Publisher will not enter into any settlement or compromise of any such claim, which settlement or compromise would result in any liability to any Creative Clicks Party, without Creative Clicks's prior written consent, which will not unreasonably be withheld or delayed.

12. **Confidentiality.** Each Party (a "**Receiving Party**") understands that the other Party (a "**Disclosing Party**") may disclose information of a confidential nature including, without limitation, product information, data, pricing, financial information, End-User information, software, specifications, research and development and proprietary algorithms or other materials that is disclosed in a manner in which the Disclosing Party reasonably communicated, or the Receiving Party should reasonably have understood under the circumstances that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used ("**Confidential Information**"). The Receiving Party agrees, for itself and its agents and employees, that it will not publish, disclose or otherwise divulge or use for its own purposes any Confidential Information of the Disclosing Party furnished to it by such Disclosing Party without the prior written approval of the Disclosing Party in each instance. The Parties agree that if disclosure is made to their professional advisors, auditors or bankers this shall be done subject to each party procuring each such recipient's agreement to keep such information confidential to the same extent as if such recipient were party to this agreement. The foregoing obligations shall not extend to any information to the extent that the Receiving Party can demonstrate that such information (i) was at the time of disclosure or, to the extent that such information thereafter becomes through no fault of the Receiving Party, a part of the public domain by publication or otherwise; (ii) was already properly and lawfully in the Receiving Party's possession at the time it was received by the Receiving Party free from any obligation of confidentiality, (iii) was or is lawfully received by the Receiving Party from a third party who was under no obligation of confidentiality to the Disclosing Party with respect thereto, or (iv) is independently developed by the Receiving Party or its independent contractors who did not have access to the Disclosing Party's Confidential Information or (v) express written consent has been given prior to disclosure. In the event that the Receiving Party is required to disclose Confidential Information in accordance with judicial or regulatory or governmental order or requirement, or any tax authority to which that party is subject or submits, wherever situated, whether or not the requirement for information has the force of law the Receiving Party shall promptly notify the Disclosing Party in order to allow such Party to contest the order or requirement or seek confidential treatment for such information. Upon termination or expiration of this Agreement, upon the request of a Disclosing Party, the Receiving Party agrees to return to the other all of such other Party's Confidential Information that is reduced to one or more writing, drawing, schematic, tape, disk or other form of documentation, or to certify to the Disclosing Party in writing that all such material has been destroyed, however, destruction is only permitted after Disclosing Party's prior approval.

13. **Proprietary Rights.** Subject to express permission from Creative Clicks, nothing in this Agreement gives the Publisher a right to use any of Creative Clicks's trade names,

trademarks, service marks, logos, domain names, and other distinctive brand features. If the Publisher has been

given express permission to use any of these brand features in a separate written agreement with Creative Clicks, the use of such features shall be in accordance with that agreement and any applicable provisions. Subject to express authorization in writing by Creative Clicks, the Publisher agrees it will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos. Publisher agrees Creative Clicks shall be permitted to disclose to Advertisers the fact that such Advertisers' Advertisements have been, are being or will be displayed on the Publisher Web Sites. This disclosure may comprise the inclusion of the Publisher's URL in Creative Clicks's site lists and the inclusion of the Publisher's logo in Creative Clicks's marketing materials.

14. General Terms.

14.1. Governing Law and Dispute Resolution. If any dispute arises in connection out of the existence, validity, construction, performance and termination of this Agreement which cannot be amicably resolved, such dispute shall be solely and finally settled as follows:

14.1.1. US Residents: Disputes with US residents shall be governed by and be construed according to the laws of the State of California, without reference to conflict of laws principles and shall be exclusively resolved in the competent court in Los Angeles. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST LAWFUL EXTENT, ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING RELATING TO THIS AGREEMENT. To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against Creative Clicks and its employees, officers, directors, members, representatives and/or assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that Creative Clicks incurs in seeking such relief. This preventing you from bringing, joining or participating in class action lawsuits: (i) does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above; and (ii) is an independent agreement.

14.1.2. All other Jurisdictions: Disputes with Publishers which are not residents of the US, shall be governed by and be construed according to the laws of the Netherlands, without reference to conflict of laws principles shall be exclusively resolved in the competent court of Amsterdam The Netherlands. All legal proceedings shall be conducted in English.

2. **Assignment.** Neither party may assign or transfer any rights or delegate any duties under the Agreement without the other party's prior written consent, except that Creative Clicks may assign or transfer the Agreement in connection with a sale or transfer of all or substantially all of Creative Clicks's assets, shares or business by sale, merger, consolidation or similar transaction. Any purported assignment or transfer in violation of this Section shall be void. Subject to the foregoing restrictions, the Agreement will bind and benefit the parties and their successors and permitted assigns.

3. **Waiver.** No failure or delay on the part of either party in exercising any right or remedy under the Agreement will operate as a waiver, nor will any single or partial exercise of any such right or remedy preclude any exercise of any other right or remedy.
4. **Amendments and Revisions.** Creative Clicks reserves the right to change, modify or amend this Agreement, in whole or in part, by posting a revised Agreement. Publisher's continued use of the applicable Marketing Service after the effective date of the aforementioned change shall constitute acceptance of the revised Agreement.
5. **Independent Contractor.** Each party is an independent contractor with respect to the other party hereunder. The Agreement shall not be construed to: (i) create any employment, partnership, joint venture, franchise, or agency relationship between the parties; or (ii) authorize any party to enter into any commitment or agreement binding on the other party.
6. **Force Majeure.** No party shall be liable under the Agreement for (or deemed in breach of the Agreement by reason of) any failure, delay or interruption in performing any term or condition of the Agreement (except obligations to pay money) due to cause(s) entirely beyond the control of such party; subject however to the condition that such party gives the other party written notice thereof promptly and, in any event, within thirty (30) days following discovery thereof and takes immediate action to cure such cause. In the event of any such cause, the time for performance shall be extended for a period equal to the duration of such cause.
7. **Enforceability.** If any portion of the Agreement is determined to be or becomes unenforceable or illegal, then such portion shall be reformed or eliminated to the minimum extent necessary for the Agreement to be enforceable and legal, and the Agreement shall remain in effect in accordance with its provisions as modified by such reformation or elimination.
8. **Amendments and Revisions.**
9. **Order of Precedence.** In case of any express inconsistency between the rights and obligations of Publisher in these Terms and the IO and/or the Designated Service Terms, the order of precedence shall be as follows: (i) the IO; (ii) the Designated Service Terms; (iii) these Terms, provided that under no circumstances shall Company's liability or obligations exceed those which are expressly set out in this Agreement.
10. **Notices.** Unless stated otherwise herein, all notices, requests, consents, and other communications under this Agreement will be in writing, and will be delivered by hand or sent by reputable overnight courier service or electronic facsimile transmission (with a copy sent by first class mail, postage prepaid) or mailed by first class certified or registered mail, return receipt requested, postage prepaid, if to Creative Clicks or to Publisher, at the address indicated in the associated IO, or such other addresses as each party specifies to the other party in writing by notice given in accordance with this Section. Notices provided in accordance with this Section will be deemed delivered: (a)

immediately if personally delivered or sent by electronic transmission

accompanied by a successful delivery notice; or (b) if sent by overnight courier service, 24 hours after deposit with such courier service; or (c) if sent by certified or registered mail, return receipt requested, 48 hours after deposit in the mail.

These Terms and Conditions were last updated on May 28, 2018.