

JEMA MEDIA TERMS AND CONDITIONS

Introduction. This Agreement between you and Jema Media LLC ("Company") consists of the Company Standard Terms and Conditions ("Terms and Conditions"), the Company Program (the "Program") Guidelines, which may be revised periodically, and the terms of any advertising campaign you submit or modify. "You" or "Advertiser" means the entity identified in this enrollment form, and/or any agency acting on its behalf, which shall also be bound by the terms of this Agreement. Please read very carefully these Terms and Conditions and the Program.

Uses; Partner Sites. You agree that your ads may be placed on (i) any site owned or operated by The Company (a "Company Web Site") and (ii) on any site owned by a third party (a "Partner") with which Company has an agreement to place Company ads ("Partner Site"). Unless otherwise agreed to in writing by Company, any ads may be modified without your consent to comply with any policy of Company or any Partner Site. Company reserves the right to, and in its sole discretion may, at any time review, reject, modify, or remove any ad. The Partners may also have certain rights allowing them to reject, modify or withdraw ads placed under this Agreement. No liability of Company and/or any Partner shall result from any such decision.

Communications Solely With Company. Even if your ad(s) are placed on Partner Site(s), you agree to direct to Company, and not to any Partner, any communication regarding your ad(s) on any Partner Site.

Approval of Advertisement. Any character title, keyword, site description or URL (collectively, the "Listing") and Bid Amount submitted to the Company Network is subject to the prior approval of Company. Company will not allow any Listings which are inappropriate, offensive or irrelevant. Once you submit your Listing, Company will review your submission for editorial integrity, relevance, appropriateness and accurate mapping to the Company network of Sites. You will be notified of rejections. Company reserves the unrestricted right to reject or cancel any Listing for any reason at any time. When you bid for placement on the Company network of sites, your approved Listing may also be posted on sites with which we have partnered (at a minimum, the Listing's title will be displayed). As a result, Listings may appear anywhere on the World Wide Web, including on our sites and our partner sites, Listing positioning and placement is determined by Company in its sole discretion and is subject to change in Company' sole discretion. Company reserves the right to edit any titles and/or descriptions and to suspend and/or remove any Listing at any time for any reason.

Company Guidelines. The Company Guidelines contain many important policies and procedures. Company may modify the Company Guidelines at any time upon notice published on the Company Web Site.

Parties' Responsibilities. You are responsible for knowing the contents of the Company Guidelines. You are solely responsible for the selection of all "Targets" (any category, and other targeting mechanism), and for the content of your ads, including URL links. Company is not responsible for anything regarding your Web site(s) including, but not limited to,

maintenance of your Web site(s), order entry, customer service, payment processing, shipping, cancellations or returns.

Prohibited Uses. Company strictly prohibits using the Company Web Site or any Partner Site(s) (i) to generate fraudulent impressions of or fraudulent clicks on Advertiser's ad(s) or third-party ad(s), including but not limited to using robots or other automated query tools and/or computer generated search requests, and/or the fraudulent use of other search engine optimization services and/or software; (ii) to advertise substances, services, products or materials that are illegal in any state or country where the ad is displayed; (iii) in any way that violates any policy posted on the Company Web Site, as revised from time to time; or (iv) to engage in any other illegal or fraudulent business practice under the laws of any state or country where the ad is displayed. You may not include links to any Web site(s) as part of your ad, unless the content found at such site(s) is relevant to your Target(s). You may not run multiple ads linking to the same or similar site on the same search results page; or (v) to advertise the direct sale of animals. You may advertise listing or portal services of animals for sale or adoption. Violation of these policies may result in removal of your ad or immediate termination of this Agreement, and may subject you to state and federal penalties and other legal consequences.

Termination; Cancellation. Company may at any time, in its sole discretion, terminate the Program, terminate this Agreement, or cancel any ad(s) or your use of any Target. Company will notify you via email of any such termination or cancellation, which shall be effective immediately. You may cancel any ad and/or terminate this Agreement with or without cause at any time. Cancelled ads will be discontinued within 24 hours of notice received via your account on the Program homepage. Termination of your account shall be effective when Company receives notice via your account on the Program homepage. Upon termination for any reason, (i) you shall remain liable for any amount due for ads already delivered or for clicks on any ad(s), and (ii) Sections 2 and 4 through 15 shall survive termination. Existing credits on your account will be available for use only towards Company. Should your account be terminated with a credit balance, your credit will not be refunded. All deposits are non-refundable.

Confidentiality. Each party agrees not to disclose Confidential Information of the other party without prior written consent except as provided herein. "Confidential Information" includes (i) ads, prior to publication, (ii) submissions or modifications relating to any advertising campaign, (iii) clickthrough rates or other statistics (except in an aggregated form that includes no identifiable information about you), and (iv) any other information designated in writing as "Confidential." It does not include information that has become publicly known through no breach by a party, or has been (i) independently developed without access to the other party's Confidential Information; (ii) rightfully received from a third party; or (iii) required to be disclosed by law or by a governmental authority.

No Guarantee. Company makes no guarantee regarding the levels of impressions or clicks for any ad on its site or those of its Partners. Company may offer the same Target to more than one advertiser. You may not receive any impressions for your ad(s) if for a given Target there are more advertisers than available display positions.

No Warranty. Company MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

Limitations of Liability; Force Majeure. In no event shall Company or any Partner be liable for any act or omission, or any event directly or indirectly resulting from any act or omission of Advertiser, Partner, or any third parties (if any). EXCEPT FOR THE PARTIES' INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND (ii) Company' AGGREGATE LIABILITY TO ADVERTISER UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT PAID TO Company BY ADVERTISER FOR THE AD GIVING RISE TO THE CLAIM. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. Without limiting the foregoing and except for payment obligations, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, and power failures.

Payment. You agree to pay Company an upfront, non-refundable set up fee in the amount set forth on the registration form. You also agree to pay Company based on the number of click-throughs to the specified Web site generated via the Company Service. Such amount shall be determined by multiplying the number of click-throughs by your Bid Amount for each keyword and site purchased. You hereby authorize Company to charge your credit card for your pre-determined amount as pursuant to the terms set forth in connection with the Company Service and you agree to pay all such charges. Company will not rebill or perform scheduled charges to your account. Your advertising with Company is contingent on a available credit in your Company account. Company will suspend your currently active campaigns in the Company Service if your account balance falls to \$0. If your account is reduced to \$0 for 90 days or more, Company may terminate your participation in the Company Service. If you dispute any charge made under the Program, you must notify Company in writing within sixty (60) days of any such charge; failure to so notify Company shall result in the waiver by you of any claim relating to any such disputed charge. Charges shall be calculated solely based on records maintained by Company. No other measurements or statistics of any kind shall be accepted by Company or have any effect under this Agreement. All deposits to your Company account are non-refundable.

Representations and Warranties. You represent and warrant that (a) all of the information provided by you to Company to enroll in the Program is correct and current; (b) you hold all

rights to permit Company and any Partner(s) to use, reproduce, display, transmit and distribute ("Use") your ad(s); and (c) Company and any Partner(s) Use, your Target(s), and any site(s) linked to, and products or services to which users are directed, will not, in any state or country where the ad is displayed (i) violate any criminal laws or third party rights giving rise to civil liability, including but not limited to trademark rights or rights relating to the performance of music; or (ii) encourage conduct that would violate any criminal or civil law. You further represent and warrant that any Web site linked to your ad(s) (i) complies with all laws and regulations in any state or country where the ad is displayed; (ii) does not breach and has not breached any duty toward or rights of any person or entity including, without limitation, rights of publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; and (iii) is not false, misleading, defamatory, libelous, slanderous or threatening.

Your Obligation to Indemnify. You agree to indemnify, defend and hold Company, its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g., all relevant Partner(s), licensors, licensees, consultants and contractors) ("Indemnified Person(s)") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from your use of the Program, your Web site, and/or your breach of any term of this Agreement. Customer understands and agrees that each Partner, as defined herein, has the right to assert and enforce its rights under this Section directly on its own behalf as a third party beneficiary.

Information Rights. Company may retain and use for its own purposes all information you provide, including but not limited to Targets, URLs, the content of ads, and contact and billing information. Company may share aggregate (i.e., not personally identifiable) information about you with advertisers, business partners, including syndication Partners, sponsors, and other third parties. The display of your ad on Partner Site(s) will provide access to Partner(s) to the content of your ads, including the URL(s), and any contact or other information that can be obtained through such URL(s), as well as data regarding queries or clicks on directory categories that may enable such Partner(s) to determine your Targets.

Miscellaneous. Any decision made by Company under this Agreement shall be final. Company shall have no liability for any such decision. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by Company in collecting unpaid amounts under this Agreement. This Agreement shall be governed by the laws of Michigan, except for its conflicts of laws principles. Any dispute or claim arising out of or in connection with this Agreement shall be adjudicated in Oakland County, Michigan. This constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modifications to this Agreement must be made in a writing executed by both parties. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default. If any provision herein is held unenforceable, then such provision will be modified to reflect the parties' intention, and the remaining provisions of this Agreement will remain in full force and effect. Advertiser may not resell, assign, or transfer

any of its rights hereunder. Any such attempt may result in termination of this Agreement, without liability to Company. The relationship(s) between Company and the "Partners" is not one of a legal partnership relationship, but is one of independent contractors. This Agreement shall be construed as if both parties jointly wrote it.

Code: Company Referral Partner ad codes must be not be modified from original format without consent from Company. You agree to use the ad code provided for displaying Creative not more than ONCE per page view. Referral Partner ad codes may be placed in email messages. Company Referral Partner ad codes may be used on Webpages that contain forums, discussion boards, or chat rooms. Publisher can not alter, copy, modify, take, sell, reuse, or divulge any Company computer code, except as is necessary to partake in the Company Network, provided, however, with the prior approval of Company, a Publisher may, in certain instances, modify the Company computer code for purposes of inserting certain pre-approved language above or below an advertisement served by Company.