

Avid Advertising Inc. Vendor Operating Agreement

Avid Advertising Inc. Vendor Operating Agreement (the "Agreement") is made and entered into by and between Avid Advertising, Inc. ("AvidAds," "us" or "we"), and you, ("you" or "Vendor") the party applying to become a vendor for AvidAds. The terms and conditions contained in this Agreement apply to your participation with promoting AvidAds' campaigns ("Campaigns"). Each Campaign may be for any offering by AvidAds or a third party (each such third party a "Client" or "Advertiser") and may link to a specific web site for that particular Campaign ("Program Web Site"). Furthermore, each Campaign may have additional terms and conditions listed in the accompanying purchase order ("PO") that are incorporated as part of this Agreement. If any of the terms in the Agreement conflict with the terms in the PO, the PO shall govern. By submitting an application, signing a PO or participating in a Campaign, you expressly consent to all the terms and conditions of this Agreement.

1. Enrollment in the Campaign Marketplace

You must submit true and valid company information to AvidAds.com to become a Vendor. You must accurately represent yourself (and provide us with future updates) and not use any aliases or other means to mask your true identity or contact information. We may accept or reject any request to do business at our sole discretion for any reason. In specific situations, a company representative from AvidAds may be asked to complete a PO on your behalf as a service to you and at no charge. In such case, the Agreement will, therefore, only become legally binding upon signing a PO or running a Campaign.

2. Obligations of the Parties

1. Subject to our acceptance of you as a Vendor and your continued compliance with the terms and conditions of this Agreement, AvidAds agrees as follows:
 1. We will make available to you all Campaign requirements (collectively, the "Reqs") which must be followed verbatim to satisfy the requirements of each respective Campaign.
 2. We will pay Vendor for each qualified action ("Qualified Action" or "Verified Lead") the compensation (the "Commission") specified in the accompanying PO. A "Verified Lead" means an individual person whose information is:
 - i. delivered in real-time (e.g., within 60 seconds of procurement);
 - ii. sold, licensed, transferred or assigned to no other party for a period of thirty (30) days;
 - iii. acquired in compliance with all current and applicable state and federal laws, rules and regulations and in a manner that does not violate the rights of the person who volunteered the information;
 - iv. provided by such person on their own accord utilizing only the approved Script;
 - v. not duplicative of any other person's information provided previously to AvidAds for a similar Campaign;
 - vi. complete and does not contain invalid data or omit specific data that is required for the proper servicing of the person; and
 - vii. associated with a person with the legal capacity to make a contract in the State of California (e.g., not a minor, a person of diminished mental capacity, a non-US Citizen).
 3. We will pay you any Commissions earned monthly, provided that your account is currently greater than \$50. Accounts with a balance of less than \$50 will roll over to the following month, and will continue to roll over monthly until \$50 is reached. We reserve the right to charge back to your account any previously paid Qualified Actions that are later determined to have not met the requirements to be a Qualified Action.
 4. Payment for Commissions is dependent upon Clients providing such funds to AvidAds, and therefore, you agree that AvidAds shall only be liable to you for Commissions to the extent that AvidAds has received such funds from the Clients. You hereby release AvidAds from any claim for Commissions if AvidAds has not received such funds from the Clients.
 5. If Vendor has an outstanding balance due to AvidAds under this Agreement or any other agreement between the Vendor and AvidAds, whether or not related to the Campaign Marketplace, Vendor agrees that AvidAds may offset any such amounts due to AvidAds from amounts payable to Vendor under this Agreement.
2. Vendor also agrees to:

1. Be solely responsible for all actions regarding telemarketing, email marketing, online and offline advertising, data acquisition, mobile marketing, social media marketing, search marketing, lead generation, and any other form of marketing or advertising associated with their Vendor account with AvidAds.
2. Ensure that all actions in connection with any AvidAds campaigns (i) are not illegal, (ii) do not infringe upon the intellectual property or personal rights of any third party and (iii) do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity or otherwise contains materials that AvidAds informs you that it considers objectionable (collectively, "Objectionable Content").
3. Not make any representations, warranties or other statements concerning AvidAds or Client or any of their respective products or services, except as expressly authorized herein.
4. Not claim to directly represent AvidAds or Clients or any particular entity named within Campaigns without prior written permission from us.
5. Comply with all (i) obligations, requirements and restrictions under this Agreement and (ii) laws, rules and regulations as they relate to your business in connection with AvidAds.
6. Comply with the terms, conditions, guidelines and policies of any third party services used by Vendor in connection with any AvidAds campaigns, including but not limited to, privacy policies for opt in data, telemarketing best practices policies, email marketing best practices, CAN Spam Act of 2003 and amendments of 2008, federal and state Do Not Call rules and regulations, The Telemarketing Sales Rule, The Telephone Consumer Protection Act, etc.
7. Always provide an opt-out option on all Campaign marketing.

3. Confidentiality

Except as otherwise provided in this Agreement or with the consent of AvidAds, you agree that all information, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or any of our Vendors or Clients provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for any purpose other than your participation as a Vendor for AvidAds, except and solely to the extent that any such information is generally known or available to the public through a source other than you. Vendor shall not use any information obtained from AvidAds to develop, enhance or operate a service that competes with AvidAds, or assist another party to do the same.

4. Limited License & Intellectual Property

1. We grant you a nonexclusive, nontransferable, revocable right to use the Reqs solely in accordance with the terms of this Agreement, for the sole purpose of promoting AvidAds' Campaigns and assisting in increasing sales for Clients.
2. You may not alter, modify, manipulate or create derivative works of AvidAds' Reqs, Campaigns or other materials owned by, or licensed to, AvidAds in any way. You are only entitled to operate to the extent that you are a Vendor in good standing with AvidAds. We may revoke your license anytime by giving you written notice. Except as expressly stated herein, nothing in this Agreement is intended to grant you any rights to any of AvidAds' trademarks, service marks, copyrights, patents or trade secrets. You agree that AvidAds may use any suggestion, comment or recommendation you choose to provide to AvidAds without compensation. All rights not expressly granted in this Agreement are reserved by AvidAds.

5. Termination

This Agreement shall commence on the date of a signed PO or AvidAds' approved Campaign launch, whichever comes first, and shall continue thereafter until terminated as provided herein. You may terminate the relationship at

any time by discontinuing any and all Campaign activity or by notifying AvidAds in writing of your formal cancelation. We may terminate your participation in one or more Campaigns or we may terminate this entire Agreement at any time and for any reason which we deem appropriate with or without prior notice to you by disabling your access to Campaigns or providing you with a written notice. Upon termination of your participation in one or more Campaigns or this Agreement for any reason, you will immediately cease all use of and delete all Reqs, plus all intellectual property owned by AvidAds or Client, and will cease representing yourself as a Vendor for AvidAds or Client for such one or more Campaigns. All rights to validly accrued payments, causes of action and any provisions, which by their terms are intended to survive termination, shall survive any termination.

6. Remedies

In addition to any other rights and remedies available to us under this Agreement AvidAds reserves the right to delete any actions submitted through your account and withhold and freeze any unpaid Commissions or charge back paid Commissions to your account if (i) AvidAds determines that you have violated this Agreement, (ii) AvidAds receives any complaints about your participation in the Campaign Marketplace which AvidAds reasonably believes to violate this Agreement or (iii) any Qualified Action is later determined to have not met the requirements set forth in this Agreement. Such withholding or freezing of Commissions, or charge backs for paid Commissions, shall be without regard as to whether or not such Commissions were earned as a result of such breach. In the event of a material breach of this Agreement, AvidAds reserves the right to disclose your identity and contact information to appropriate law enforcement or regulatory authorities or any third party that has been directly damaged by your actions.

7. Email Marketing and the CAN Spam Act

You must strictly comply with the federal CAN-SPAM Act of 2003 and amendments of 2008 (the "Act"). All emails sent in connection with Campaigns must include the appropriate party's opt-out link. From time to time, we may request prior to your sending emails containing linking or referencing the Campaign that you submit the final version of your email to AvidAds for approval by sending it to your AvidAds representative and upon receiving written approval from AvidAds of your email the email may be transmitted to third parties.

It is solely your obligation to ensure that the email complies with the Act. You agree not to rely upon Partner Bounty's approval of your email for compliance with the Act, or assert any claim that you are in compliance with the Act based upon AvidAds' approval.

8. Do Not Call Policy and Telemarketing Sales Rule

You must strictly comply with all state and federal Do Not Call rules, the Telemarketing Sales Rule, the Telephone Consumer Protection Act and all other applicable rules and regulations governing the practice of consumer marketing by phone (collectively "Rules").

It is solely your obligation to ensure that you comply with the Rules. You agree not to rely upon AvidAds' opinion of your marketing practices for compliance with the Rules, or assert any claim that you are in compliance with the Rules based upon AvidAds' approval.

9. Representations and Warranties

You hereby represent and warrant that this Agreement constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms and that you have the authority to enter into this Agreement. Subject to the other terms and conditions of this Agreement, AvidAds represents and warrants that it shall not knowingly violate any law, rule or regulation which is applicable to AvidAds' own business operations or AvidAds' proprietary products or services.

10. Modifications

In addition to any notice permitted to be given under this Agreement, we may modify any of the terms and conditions of this Agreement at any time by providing you with a notification by email. The changes will become effective five (5) business days after such notice. If the modifications are unacceptable to you, you may terminate this Agreement without penalty solely on the account of such termination within such five (5) business day period. Your continued participation as an AvidAds' Vendor for five (5) business days after a change notice has been posted will constitute your acceptance of such change. In addition, AvidAds may change, suspend or discontinue any aspect of a Campaign or of the Reqs.

11. Independent Investigation

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You have independently evaluated the desirability of participating as an AvidAds Vendor and each Campaign and are not relying on any representation, guarantee or statement other than as set forth in this Agreement or accompanying PO.

12. Indemnification

Vendor hereby agrees to indemnify, defend and hold harmless AvidAds and Clients and their respective subsidiaries, affiliates, partners and licensors, directors, officers, employees, owners and agents against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on (i) any failure or breach of this Agreement, including any representation, warranty, covenant, restriction or obligation made by Vendor herein, (ii) any misuse by Vendor, or by a party under the reasonable control of Vendor or obtaining access through Vendor, of the Scripts, Campaigns or AvidAds or Client intellectual property, or (iii) any claim related to your marketing practices, including but not limited to, the content used during such marketing.

13. Disclaimers

THE CAMPAIGNS, REQS AND ANY PRODUCTS AND SERVICES PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO VENDOR "AS IS". EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVIDADS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. AVIDADS DOES NOT WARRANT THAT THE CAMPAIGNS OR REQS WILL MEET VENDOR'S SPECIFIC REQUIREMENTS OR THAT THE OPERATION OF THE CAMPAIGNS OR REQS WILL BE COMPLETELY ERROR-FREE OR UNINTERRUPTED. AVIDADS EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ACT OR OMISSION OF A CLIENT OR THEIR PRODUCTS OR SERVICES. AVIDADS DOES NOT GUARANTEE THAT VENDOR WILL EARN ANY SPECIFIC AMOUNT OF COMMISSIONS.

14. Limitation of Liability

IN NO EVENT SHALL AVIDADS BE LIABLE FOR ANY UNAVAILABILITY OR INOPERABILITY OF THE CAMPAIGNS, REQS, PROGRAM WEB SITES, TECHNICAL MALFUNCTION, COMPUTER ERROR, CORRUPTION OR LOSS OF INFORMATION, OR OTHER INJURY, DAMAGE OR DISRUPTION OF ANY KIND BEYOND THE REASONABLE CONTROL OF AVIDADS. IN NO EVENT WILL AVIDADS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PERSONAL INJURY / WRONGFUL DEATH, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT AVIDADS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. AVIDADS' CUMULATIVE LIABILITY TO VENDOR, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO VENDOR BY AVIDADS IN COMMISSIONS DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO SUCH CLAIM.

15. Governing Law & Miscellaneous

This Agreement shall be treated as though it were executed and performed in San Diego, California and shall be governed by and construed in accordance with the laws of the State of California (without regard to conflict of law principles). Any dispute arising out of or relating to this Agreement shall be resolved in a binding arbitration under the auspices of the American Arbitration Association in San Diego, California in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. Vendor shall be responsible for the payment

of all attorney's fees and expenses incurred by AvidAds to enforce the terms of this Agreement. This Agreement contains the entire agreement between AvidAds and Vendor with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral. Vendor agrees that AvidAds shall not be subject to or bound by any Vendor insertion order or online terms and conditions that amend, conflict with or supplement this Agreement, regardless of whether a representative from AvidAds "clicks through" or otherwise indicates its acceptance thereof. Vendor may not assign all or any part of this Agreement without AvidAds' prior written consent. AvidAds may assign this Agreement at any time with notice to Vendor. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and valid assigns of the parties hereto. The provisions of Section 3, 4(b), 6, 7, 8, 9, 12-15 and any accrued payment obligations shall survive the termination of this Agreement. Except as set forth in the "Modifications" section above, this Agreement may not be modified without the prior written consent of both parties. If any provision of this Agreement is held to be void, invalid or inoperative, the remaining provisions of this Agreement shall continue in effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity while retaining the original intent of the parties. Each party to this Agreement is an independent contractor in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. No course of dealing nor any delay in exercising any rights hereunder shall operate as a waiver of any such rights. No waiver of any default or breach shall be deemed a continuing waiver or a waiver of any other breach or default.

By signing the PO and/or upon an AvidAds' approved Campaign launch, you affirm and acknowledge that you have read this Agreement in its entirety and agree to be bound by all of its terms and conditions. If you do not wish to be bound by this Agreement, you should not sign a PO or be a Vendor for AvidAds. If an individual is accessing this Agreement on behalf of a business entity, by doing so, such individual represents that they have the legal capacity and authority to bind such business entity to this Agreement.

This Agreement was last revised on 12/01/2011.