

## **Fidelity Media Terms and Conditions**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING FOR FIDELITY MEDIA. PARTICIPATION IN ITS SERVICES INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS INCLUDING ANY CHANGES OR MODIFICATIONS WE MAY MAKE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT REGISTER OR CONTINUE TO PARTICIPATE.

### **Background**

This Agreement is between You and Fidelity Media advertising Network. «You» means the entity or person listed on the Registration Form you submit to us.

The Fidelity Media offer an advertising platform for web sites and advertisers that want to reach their visitors. The platform includes ad delivery capabilities, reporting and payment services.

By entering this agreement, You represent that You are at least 18 years of age or reached the age of majority in the jurisdiction of your residence. You represent that you are a domain owner or you are authorized to enter this agreement with Fidelity Media by domain owner.

### **Publisher Terms**

#### **a. Banner placement**

When you participate as a Publisher you agree that:

- Your web site does not contain excessive profanity, racism, pornography, content which violates applicable laws or infringes copyright or any other party's intellectual property rights.
- You may embed Fidelity Media ad tags or code on your web pages only in accordance with the Fidelity Media specifications. You may run only one Fidelity Media ad tag per ad size per page (you can't run two 300×250 at the same page but you can run 300×250 and 728×90 and 160×600 at the same page).
- You will not display Fidelity Media ad tags on sites that have not been approved by Us.
- You will add sufficient spacing between Fidelity Media banners and page content to minimize accidental clicks.
- You will not place Fidelity Media ad tags into self-reloading frames or similar devices without Our permission.
- You will not conceal Fidelity Media banners from full view using layers, hidden frames or any other devices.
- You will not inflate click thru rates artificially by clicking on ads yourself or by asking someone else to do so, by encouraging site visitors to click thru, by using automated software or scripts that simulate clicks, or by any other means.
- You will not engage in any practice or action that manipulates or abuses Fidelity Media's platform, system or participants.
- Although you may conduct direct sales with your other advertising clients, you agree not to contact Fidelity Media advertisers directly.
- You will provide notice to Us if you choose to remove one or all Fidelity Media ad tags from your web site.
- Exemption from any rules must be signed between You and Us in writing.
- We reserve the right to reject any application for participation based on Our review of Your web pages.

All impressions generated outside approved URL must be discarded. You should provide Fidelity Media with complete list of URL's used for your website (s) as well as with "ad serving" URL. Complete URL list will be uploaded into URL filter. All clicks and impressions which deemed fraudulent will not be counted and paid.

Multiple accounts held by the same individual or entity are subject to immediate termination unless expressly authorized in writing by Fidelity Media (including by electronic mail). You can have more than one URL in the account, each of which should be submitted for review prior to placing the code on those individual sites.

Fidelity Media ad codes must be not modified from original format without consent from Fidelity Media. Ad codes cannot be placed in email messages. Fidelity Media pop-under windows can not be launched from websites that launch more than a total of one pop windows per page view. In-page Banner ads code need to be placed within the first 800 pixels of the top of your page. Fidelity Media ad codes cannot be placed on pages without any content.

Prohibited Uses. You shall not directly or indirectly generate queries or impressions or clicks on any Ad through any automated, deceptive, fraudulent or other invalid means, including but not limited to through repeated manual clicks, the use of robots or other automated query tools or computer generated search requests, or the unauthorized use of other search engine optimization services or software.

To ensure a positive experience for Internet users and Fidelity Media advertisers, sites displaying Our ads may not:

- Use third-party services that generate clicks or impressions such as paid-to-click, paid-to-surf, autosurf and click-exchange programs.
- Users are forbidden from purchasing traffic in any way, shape, or form.
- Be promoted through unsolicited mass emails or unwanted advertisements on third-party websites.
- Be loaded by any software that can trigger pop-ups, redirect users to unwanted websites, modify browser settings or otherwise interfere with site navigation.

It is your responsibility to ensure that no ad network or affiliate uses such methods to direct traffic to pages that contain your Fidelity Media code.

Fidelity Media reserves the right to suspend your account if source to your site are deemed unacceptable; this is done completely at the sole and absolute discretion of Fidelity Media.

## **b. Payment terms**

Monthly publisher payments are sent via PayPal, Check or Wire Transfer depending on collected revenue 45 business days after the end of month when revenue was generated. You will be paid at the account level based on Fidelity Media's counts. Delivery numbers and revenue, provided through the online reporting interface, are not final. Confirmed revenue may vary upon monthly financial audit.

A publisher's payment is calculated on Revenue Share basis and reported through online statistics interface. Payment rates can vary for each website and advertising campaign. Actual campaign rates vary with website performance and market conditions.

There is USD 5.00 minimum for publisher payment through PayPal, USD 25.00 minimum for a Check and USD 500.00 minimum for a Wire transfer. Fidelity Media reserves the right to choose method of each payment on its sole and absolute discretion. You agree to provide Fidelity Media with Your payment details such as Payee Name, Mailing Address, Verified PayPal ID, Wire Details and keep Your account in accurate and actual state. In case of unavailability of appropriate payment option for your account Your earnings will rolled over to the next period. All un-issued earnings will rollover to the next pay period also.

All unsold traffic tracked in publishers account will not be counted towards publisher earnings. Only all traffic that has delivered Fidelity Media's or RTB partners' ad will be counted towards publishers earnings. Each publisher should provide Fidelity Media with default ad tag for each ad size used by You. In this case Fidelity Media guaranty low discrepancies as well as You will receive all unsold traffic back to monetize through 3rd party network or agency. Default-back traffic is free of charge for You.

Fidelity Media reserves the right, on it's sole and absolute discretion, not to pay any Publisher who violate any of these Terms and Conditions. Fidelity Media will be responsible for determining, in its sole and absolute discretion what acts and omissions violate these Terms and Conditions, which acts include activity that is deceptive or fraudulent in nature. Examples of such acts may include, without limitation, clicks without referring URLs, extraordinary high numbers of repeat clicks, and clicks from non-approved root URLs, extraordinary high CTR, extraordinary high number of impressions served from the same IP address and any other facts which might be considered as non-human behavior. In case of the Terms violation, Publishers must provide Fidelity Media with login information into independent traffic analytics tool (ex. Google Analytics), so a violation could be confirmed or denied.

### **c. Termination**

You can end your participation in our Services at any time. If you decide to do so, you must provide notice to Us.

We can cancel your account and end this Agreement with you at any time, for any reason, by sending notice to the email address you have indicated on Your registration. In case of a block and/or cancellation of the account due to the breach of these Terms and Conditions unpaid balance will be set to zero with immediate effect and no further payment will be made to You.

If no rules were violated and the balance of terminated account is positive, final payment will be sent on the usual monthly date or upon termination.

## **Your representations and warranties**

### **a. Representations**

You represent and warrant that:

- You have the authority to enter into this Agreement with Us.
- You are at least eighteen years old. If you are younger than eighteen, you must contact us directly via the contact form on the Fidelity Media website for alternative, quick approval.
- The registration and account information You have given Us is accurate and complete.
- The content You provide as you participate, whether that content is Advertising or on a web Site, and Your participation does not violate any applicable law or any third party's rights, including but not limited to intellectual property or privacy rights.
- You will not interfere with or rig the bidding system or click counts in any way, either by technological means or by agreement with other individuals.

### **b. Liabilities**

Indemnification. If any other party should make a claim against Us or sue Us based on Your participation in Our services and that participation violates this Agreement, You agree that you will indemnify Us for all costs associated with defending against the claim as well as all resulting damages.

If any party makes a claim against You or sues You based on Our conduct under this Agreement and that conduct has been grossly negligent or is wilful misconduct, then we will indemnify You for all costs associated with defending the claim as well as any resulting damages.

These indemnification promises will not be valid unless the party that the claim or suit is brought against promptly notifies the other and cooperates fully in the defence of the claim.

No Guarantee. We make no guarantee regarding the level of impressions or clicks or the amount of any payment to be made to You under this Agreement. In addition, for the avoidance of doubt, We do not guarantee the Program will be operable at all times or during any down time (i) caused by outages to any public Internet backbones, networks or servers, (ii) caused by any failures of Your equipment, systems or local access services, (iii) for previously scheduled maintenance or (iv) relating to events beyond our control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labour conditions, earthquakes, natural disasters, or interruptions in Internet services.

Intellectual Property Rights; Confidentiality. You will not reverse engineer or otherwise interfere with Our Intellectual Property Rights in the Fidelity Media network. You will not use our marks or copyrighted materials for commercial purposes without getting our written permission first. You will not reveal any Confidential Information except as required by law.

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

Limitations of Liability; Force Majeure. EXCEPT FOR ANY INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER OR YOUR BREACH OF ANY INTELLECTUAL PROPERTY RIGHTS AND/OR PROPRIETARY INTERESTS RELATING TO YOUR PARTICIPATION, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE 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) FIDELITY MEDIA'S AGGREGATE LIABILITY TO PUBLISHER UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE NET AMOUNT PAID BY FIDELITY MEDIA TO PUBLISHER DURING THE ONE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF 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.

## **Other Terms**

Online advertising is an evolving commercial activity. We can modify general terms and conditions at any time, effective within seven calendar days after We publish the change on our web site. Your continued participation in Our Services means you accept the new terms. Fidelity Media reserves the right to inform its publishers, customers and partners about any news using email newsletter but not more often than once per week.

We are not partners with You and these services are not offered as a joint venture with You. We do not Act as your agent for any purpose. You and Fidelity Media are independent contractors to each other.