

Crossroads Media Network Advertising Terms

These Crossroads Media Network Advertising Program Terms are entered into by Crossroads Media Network and the entity executing these Terms or that accepts these Terms electronically (“Customer”). These Terms govern Customer’s participation in Crossroads Media Networks Advertising Programs and services (i) that are accessible through the account or accounts given to Customer in connection with these Terms or (ii) are referenced by these Terms (collectively, “Programs”) In consideration of the foregoing the parties agree as follows:

Programs Customer authorizes Crossroads Media Network, its affiliates, to include its parent company Kinetic Entertainment Group to place Customer’s advertising materials and related technology (collectively, “Ads” “Picture” “Video” or “Creative”) on any content or property (each a “Property”) provided by Crossroads Media Network or its affiliate on behalf of itself or, as applicable, a third party (“Partner”). Customer is solely responsible for all (i) Ad trafficking and targeting decisions (ii) Creative (iii) Properties to which Creative directs viewers along with the related URL’s and redirects (“Destinations”) and (iv) services and products advertised on Destinations (collectively, “Services”). The Program is an advertising platform on which Customer authorizes Crossroads Media Network to use automated tools to format Ads. Kinetic Entertainment Group, Crossroads Media Network and its affiliates may make available to Customer certain optimal Program features to assist Customer with the selection and generation of Targets and Creative. Customer is not required to authorize use of these optional Targeting and Creative features and, as applicable, may opt-in to or opt-out of usage of these features, but if Customer used these features then Customer will be solely responsible for the Targets and Creative. Crossroads Media Network or its parent company may reject or remove a specific Ad or Target at any time for any, or, no reason without prior notification to Customer.

Ad Servicing (a) Customer will not provide Ads containing spyware, malware, pornography, ads directed at minors of a coercive nature, or any other malicious code or knowingly breach or circumvent any Program security measure. (b) Customer may utilize an Ad server solely for serving or tracking Ads under Programs that permit third party Ad serving and only if the Ad server has been authorized by Crossroads Media Network to participate in the Program. Crossroads Media Network will implement Customer’s Ad server tags so that they are functional.

Ad Cancellation. Unless a Policy, the Program user interface or an agreement referencing these Terms provides otherwise, either party may cancel an Ad forty eight hours before the intended date the Customer Ad program is to begin. If the Customer does not cancel his/her Ad Program(s) within the required forty eight hour cancellation time frame, the Ad may be ran/placed and the Customer will be charged the appropriate fees. In the event the Customer wants to remove an ad after the Ad has been posted the Customer request will be granted,

however the Customer is still responsible for full payment of the Ad. Refunds are not given to Customers for Ad cancellation nor are fees prorated for future Ad Placement. Customer must effect cancellation via email to Crossroads Media Network. It is suggested that Customer place a phone call to the voicemail of Crossroads Media Network as well. Customer will not be relieved of any payment obligations for Creative submitted or not submitted by Customer after due date provided by Crossroads Media Network.

Make-Goods: For reservation-based Display Ads, Crossroads Media Network will deliver any agreed upon aggregate number of Display Ads by the end of the campaign, provided that if Crossroads sole remedy as to make a claim during the Claim Period. If Crossroads Media Network confirms the accuracy of the claim, then Crossroads Media Network will not charge Customer for the undelivered Display Ads, or, if Customer has already paid, at Crossroads Media Networks reasonable discretion, Crossroads Media Network will provide for (i) later placement of the Display Ads in a portion Crossroads Media Network deems comparable or (ii) an extension of the term of the campaign. Crossroads Media Network cannot assure that any auction-based Ads will be delivered and therefore make-goods do not apply to auction based Ads.

Payment: Customer will pay all charges incurred in connection with the Program, in immediately available funds, or as otherwise approved by Crossroads Media Network, within a commercially reasonable time period specified by Crossroads Media Network. Payments for all advertising programs are required in Advance. Charges are exclusive of taxes. Customer will pay (i) all taxes and other government charges and reasonable expenses and attorney's fees Crossroads Media Network incurs in reference to non-sufficient funds of Customer Accounts as well as chargebacks specifically from payment transactions involving Customer Credit Cards, internet merchant accounts, and phone transactions. No party may offset any payment due under these Terms against any other payment to be made under these Terms. Crossroads Media Network may, in its sole discretion, extend, revise or revoke credit at any time. Crossroads Media Network is not obligated to deliver any Ads in excess of any credit limit. If Crossroads Media Network does not deliver Ads to the selected Targets, then Customer should contact Crossroads Media Network immediately for further verification. Customer understands that other parties, as well as third parties may generate ads that are placed on videos uploaded to Crossroads Media Network's Video Modules. Crossroads Media Network video modules are an extension of the Youtube Website and Vimeo Website. Crossroads Media Network has no control or contractual agreement with entities that place ads via YouTube, Vimeo, its subsidiaries, partners, or its' Parent company. Video Ads that are uploaded by Customer via YouTube or a similar service and are used as an Ad may have an additional Ad placed on top of the Customers placed Ad. Crossroads Media Network has no control over Customer video Ads loaded by this video module venue. Crossroads Media Network has unshared control over nonvideo Banner and Slider Ads and any other Ad that is not loaded via YouTube or similar services.

TO THE FULLEST EXTENT PERMITTED BY LAW, (A) ADVERTISER AND CUSTOMER WAIVE ALL CLAIMS RELATING TO ANY PROGRAM CHARGES, UNLESS A CLAIM IS MADE WITHIN THE CLAIM PERIOD AND (B) THE ISSUANCE OF ADVERTISING CREDITS (IF ANY) IS AT CROSSROADS MEDIA NETWORK 'S REASONABLE DISCRETION AND IF ISSUED, MUST BE USED BY THE USE BY DATE.

DISCLAIMERS: EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROGRAMS AND CROSSROADS MEDIA NETWORK AND PARTNER PROPERTIES ARE PROVIDED "AS IS" AND AT CUSTOMER'S AND ADVERTISERS OPTION AND RISK AND NONE OF CROSSROADS MEDIA NETWORK, ITS AFFILIATEDS OR CROSSROADS MEDIA NETWORK'S PARTNERS MAKE ANY GUARANTEE IN CONNECTION WITH THE PROGRAMS OR PROGRAM RESULTS.

Indemnification: Customer will defend indemnify and hold harmless Crossroads Media Network, its Partners, agents, affiliates, and licensors from any third party claim or liability arising out of or related to Creative, Destination Services, Targets, Use and breach of these Terms by Customer. Partners are intended third party beneficiaries of this Section

Term: Crossroads Media Network may add to, delete from or modify these Terms at any time without liability, Customers should periodically look at these Terms to check for any modifications. Any changes to the Terms will not apply retroactively and will become effective simultaneously when it is posted. Crossroads Media Network may suspend Customer's ability to participate in the Programs at any time. In all cases, the running of any Customer campaign's after termination is in Crossroads Media Networks sole discretion.

Miscellaneous: (a) ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PROGGRAMS WILL BE GOVERNED BY INDIANA LAW, EXCLUDING INDIANA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS TO PERSONAL JURISDICTION IN THOSE COURTS. (b) Nothing in these Terms will limit a party's ability to seek equitable relief (c) These Terms are the parties' entire agreement relating to its subject and supersede any prior or contemporaneous agreements on that subject. (d) No party may make any public statement regarding the relationship contemplated by these Terms (except when required by law) (e) All notices of termination or breach must be in writing and addressed to the other party's Legal Department (or if it is not known if the other party has a Legal Department then to the other party's primary contact)

Policies: Customer is solely responsible for its use of the Programs (e.g., access to and use of Program accounts and safeguarding any codes, usernames and passwords)(“Use”). Program Use is subject to applicable policies available at Crossroads Media Networks website and all applicable Partner policies made available by Crossroads Media Network to Customer (in each case, as modified from time to time, “Policies”) Customer authorizes Crossroads Media Network to modify Ads as described in Policies. Customer will not and will not authorize any third party to (i) generate automated, fraudulent or otherwise invalid impressions, clicks, or inquiries (ii) conceal conversions for Programs where they are required to be disclosed or (iii) use any automated means or form of scrapping or data extractions to access, query or otherwise collect Crossroads Media Network advertising related information from any Property except as expressly permitted by Crossroads Media Network. Customer will direct communications regarding Ads on Partner Properties under these Terms only by Crossroads Media Network. Crossroads Media Network will accept digital ad material via email to be directly uploaded to the website. These materials become the property of Crossroads Media Network until the customers program has finished its advertising period. Crossroads Media Network does not accept Ad programs that promote violence, vulgarity, or contain inflammatory statements intended to cause harm to anyone.