

Media X-ray Services Terms

These Services Terms are a part of the Agreement between Media X-ray and Advertiser and are incorporated by reference into the Media X-ray Advertiser General Terms and Conditions ("General Terms"). Capitalized terms used but not defined in these Media X-ray Services Terms have the meanings given to them in the General Terms. Unless otherwise specified, defined terms apply across sections and are not limited to the section in which they appear.

Term. The term, unless specified in the applicable Order, shall begin upon performance of the Services and will be synonymous with the longest term of any other Service Media X-ray provides to Advertiser.

New URL's. If Advertiser submits an Order for a Service, which requires one or more URL's, Advertiser authorizes and directs Media X-ray or a Media X-ray Provider to procure the URL(s). Media X-ray does not guarantee that any particular URL will be available for use, if none of the URL's or alternatives requested by advertiser are available, Advertiser may provide alternatives. If none of the alternative URL's are available, or if Advertiser fails to provide reasonable alternatives in a timely manner, then Media X-ray may select the URL(s) for use with Services on Advertiser's behalf.

Transfer of URL's. If advertiser identifies in an Order an existing URL for use with such Services, Advertiser authorizes Media X-ray to transfer the registration, administration, and control of the identified URL to Media X-ray's chosen registrant ("**Registrant**"), to appear as the new technical and billing contact and the new organization and administrative contact for the URL, and to administer the URL as Media X-ray deems necessary in connection with the provision of Services. Advertiser further authorizes the Registrant to take any actions that the Registrant deems necessary to effectuate the transfers and administration of URL. Advertiser will hold the Registrant harmless for all actions of an administrative nature taken in good faith and in furtherance of Media X-ray's provision of URL. Any transfer of URL will be conditioned upon termination of all Media X-ray provided Services, which rely on or are related to the URL.

Trademarked URL's. If the URL's advertiser requests or supplies include trademarks or trade names, Advertiser certifies to Media X-ray that Advertiser has all necessary rights (including IP Rights) to allow for the use of such name or mark for all purposes envisioned hereby, and the Advertiser further agrees to indemnify and hold Harmless the Media X-ray Parties against all claims, actions losses, expenses, damages, costs, and/or liabilities, including professional advisors' fees and other expenses incurred in the defense of any claims to the contrary. If Media X-ray receives a claim of infringement or misappropriation of IP Rights in connection with URL's, Media X-ray shall be entitled to take all reasonable measures to protect the Media X-ray Parties and Media X-ray Providers, including discontinuance or termination of all or any portion of the associated Services, until any such dispute has been resolved to Media X-ray's satisfaction.

Return/Transfer of URL's. If Advertiser is in full compliance with this Agreement, upon final termination of its relationship with Media X-ray, Advertiser may submit a written request that Media X-ray may transfer URL(s) to Advertiser. Advertiser will be responsible for all fees, costs, and expenses associated with the transfer and will promptly complete and submit all forms and paperwork requested by Media X-ray for completion of the proposed termination and transfer.

Ad Copy. If Advertiser Supplies insufficient Ad Copy, or fails to notify Media X-ray of changed or incorrect information can result in ineffective/ inadequate Advertising campaigns, incorrect keywords, incorrect landing pages, "dead" links, and incorrect information. Advertiser will hold Media X-ray Parties and Media X-ray Providers harmless for any issues arising from Advertiser's providing or updating Ad Copy.

Call Tracking. Media X-ray may implement Call Tracking Numbers supplied and fulfilled by Media X-ray Providers, to better attribute the origination of leads. A Call Tracking Number is a phone number that is placed in Advertising, which forwards to Advertiser's separate, primary phone line. Advertiser authorizes and gives full and unconditional permission and consent to Media X-ray to install, implement, use, or enable Call Tracking Numbers Advertiser will hold Media X-ray Parties and Media X-ray Providers harmless in the event a Call Tracking Number isn't functioning properly. Media X-ray Parties and Media X-ray Providers will make commercially reasonable efforts to correct any malfunctions in a reasonable amount of time. Advertiser cannot take ownership of call Tracking Numbers from Media X-ray Parties or Media X-ray Providers.

Websites. The content of websites will constitute Ad Copy for all purposes under the Agreement. Advertiser expressly waives any right it might otherwise have to inspect or approve any portion or component part of website. If advertiser fails to diligently pursue and participate in the completion of the collection of content and/or submission of all necessary related paperwork for the website, Media X-ray may, at its sole discretion and without notice to Advertiser, cancel or forego the collection of such content and/or fulfill the Advertiser's Order. In the event of such occurrence, Media X-ray will have no liability to Advertiser and there will be no adjustment to the rate Advertiser will be charged for the website.

Search Engine Marketing. Search Engine Marketing ("**SEM Service**") is a budget based SEM Service. Media X-ray or a Media X-ray Provider will provide the clicks, searches, views, impressions, or other interactions with Advertising (each an "**Action**") for the SEM Service. Media X-ray will use commercially reasonable efforts to continue to perform SEM Service until the applicable budget has been exhausted. Media X-ray will use commercially reasonable efforts to accommodate reasonable changes to SEM Service, provided Advertiser has provided sufficient notice. Due to the nature of Internet distribution, it is possible that Actions may originate from sites, which are potentially objectionable; all placements on any site of the distribution of SEM Service will be deemed to have been approved by the advertiser. Media X-ray may take actions to optimize SEM Service, including adding or removing keywords, changing ad content and landing pages. Media X-ray will furnish reports of optimization activities upon request to ensure optimizations are consistent with Advertiser's business objectives. Notwithstanding the foregoing, Advertiser remains responsible for all charges.

Trademarked Keywords. If the Keywords advertiser requests or supplies include trademarks or trade names, Advertiser certifies to Media X-ray that Advertiser has all necessary rights (including IP Rights) to allow for the use of such name or mark for all purposes envisioned hereby, and the Advertiser further agrees to indemnify and hold Harmless the Media X-ray Parties against all claims, actions losses, expenses, damages, costs, and/or liabilities, including professional advisors' fees and other expenses incurred in the defense of any claims to the contrary. If Media X-ray receives a claim of infringement or misappropriation of IP Rights in connection with the Keywords, Media X-ray shall be entitled to take all reasonable measures to protect the Media X-ray Parties and Media X-ray Providers, including discontinuance or termination of all or any portion of the associated Services, until any such dispute has been resolved to Media X-ray's satisfaction.

Search Engine Optimization. Search Engine Optimization ("**SEO Service**") may not include all aspects of SEO, but may include a combination of: (a) "off-page" SEO, including creation of articles and blogs and link building. (b) "Technical" SEO, including html coding, meta tag edits and internal link structure. (c) "On-page" SEO, including keyword density and cross-linking. Advertiser acknowledges its obligation to review SEO Service provided within time line established by Media X-ray, which reflects its opportunity to make commercially reasonable changes to SEO Service as provided by Media X-ray. Advertiser's failure to make timely review of SEO Service will result in Media X-ray's implementation of SEO Service without review and Advertiser shall hold Media X-ray harmless with respect to any claim arising out of the implementation of SEO Service. If Media X-ray provides Advertiser SEO optimized files and code, Advertiser will, or direct its vendor to update the applicable website FTP without any alterations to the files and code provided by Media X-ray. It is the Advertiser's sole responsibility to ensure SEO optimized files and code are added to the advertiser's website if it is not hosted by Media X-ray.

TSA will make periodic reports regarding SEO Service available to Advertiser, however, as a condition to Advertiser's purchase of SEO Service, advertiser acknowledges and agrees that the success of SEO Service is entirely dependent upon the algorithm used by third party search engines, which can change at any time without notice, that Media X-ray has no way of knowing when or how an algorithm will change and as a result, it is impossible for Media X-ray to provide any warranty with respect to the effect that SEO Service will have on actual traffic to the Advertiser's designated website. **IN NO EVENT WILL MEDIA X-RAY BE LIABLE FOR ANY LOSS OF REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHT OR SERVICES, LOSS OF DATA, OR INTERRUPTION OF ADVERTISER'S BUSINESS, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, SUFFERED BY ADVERTISER AS A RESULT OF OR RELATED TO SEO Service.**

Online Display. Online Display ("**OD Services**"), unless expressly detailed in the applicable Order(s), will consist of: (a) the placement of a banner or comparable advertising media displayed on a medium and venue selected by Media X-ray at its sole discretion, including both desktop and mobile platforms. (b) the minimum impression commitment for the term detailed on the applicable Order(s). (c) Media X-ray may change the medium, venue, or Media X-ray Provider used to display the OD Service at any time at its sole discretion, without notice to Advertiser.(d) All OD Services will be deemed to be "run-of-site", unless expressly detailed on Order(s).

Advertiser acknowledges that OD Services shall be subject to any Regulations, specifications and/or standards of any systems over which it is distributed, including those of telecommunications carriers for OD Services distributed on a mobile platform. All placements on any medium shall be deemed to have been approved by Advertiser.

The use of any ad or image server shall be conditioned upon receipt of assurances that any type of Ad Tag, pixel, cookie or other tracking or monitoring device or mechanism shall not be used without complete disclosure to and the prior written consent of Media X-ray Advertiser certifies that any end-user data or information gathered shall be used exclusively for the purpose of validating the fulfillment of the OD Services. Advertiser expressly agrees that in no event shall Media X-ray Parties or Media X-ray Providers have any liability to Advertiser of any type or nature as a result of any placement that may be offensive to Advertiser.