

Media X-ray General Terms and Conditions

Additional terms and conditions are located at mediaxray.com/legal.

This agreement is between the Advertiser and the following company Media X-ray, LLC (referred to within as (“**Media X-ray**”). This Agreement for advertising Services (this “**Agreement**”) consists of: (a) any order page or insertion order submitted by the advertiser (the “**Advertiser**”) set forth on the applicable Order and accepted by Media X-ray (each, an “**Order**”); (b) These Media X-ray General Terms and Conditions (“**General Terms**”); (c) the Media X-ray Terms Of Service (“**Services Terms**”), located at mediaxray.com/legal; and (d) any other terms as provided herein, all as in effect on the date of the Order. The Order, Services Terms and such other terms are expressly incorporated herein by reference. (General Terms, and Services Terms are collectively referred to as, “**Terms & Conditions**”). In the event of any conflict between the Services Terms and the General Terms, the Services Terms will prevail with the particular Advertising or Service. In the event of a conflict between the Terms & Conditions and an Order, the Terms & Conditions will prevail. In the event of any other conflict among the Terms & Conditions, the General Terms will prevail. If advertiser does not accept the Terms & Conditions, Advertiser must cancel all orders within the Cancellation Period as described in Section 3 below.

1. Ad Components & Services. Each Order will set forth the advertising or promotional message(s) that Advertiser desires to have placed (the “**Advertising**”) and the services to be performed by Media X-ray, which may include the placement of Advertising (the “**Services**”). Advertiser is responsible for all artwork, copy, and all other information and materials made available to Media X-ray by or on behalf of Advertiser other than Advertiser authorizes Media X-ray to utilize (including Advertiser Generated Content, as defined below, (“**Ad Components**”). Media X-ray reserves the right, on behalf of itself and any of its third-party service providers (“**Media X-ray Providers**”), not to place, and/or distribute any Advertising or Ad Components for any and no reason, including not meeting Media X-ray’s or Media X-ray Providers’ specifications or standards, and Advertiser acknowledges and agrees that neither Media X-ray nor Media X-ray Providers shall be liable for not placing, or distributing any Advertising. At their sole election, Media X-ray and/or Media X-ray Providers may, but are not required to, alter the Advertising or Ad Components in order to meet specifications with or without notice or obligation to Advertiser. Advertiser waives any right to inspect, review or approve the finished Advertising.

2. Payment, Billing, and Collections. (a) All charges for Advertising and Services will be due and payable upon the beginning of Media X-ray’s delivery of the Advertising or performance of the Services. If Media X-ray issues an invoice to the Advertiser, the invoiced amount will be due in full and without setoff on or before the due date set forth in such invoice (or, if no due date is set forth in the invoice, within 30 days after the date of the invoice). Media X-ray reserves the right to require partial or full payment in advance. Advertiser will pay all sales, use, or other local, state, federal, foreign, or other taxes or governmental fees arising out of or in connection with this Agreement, other than taxes based on Media X-ray’s net income. Media X-ray has the right to allocate and apply periodic payments received from Advertiser to all and among charges owed by Advertiser as it sees fit, including those that are separately billed. If more than one person/entity requests Advertising under this Agreement or any Order, all such persons/entities will be jointly and severally liable for all charges due and payable under this Agreement. All payments are non-refundable.

(b) Overdue payments will accrue interest at a rate of 1.5% per month (or the highest lawful rate, if less). Advertiser will pay attorneys’ fees and all costs that Media X-ray and/or its agents incur in collecting any unpaid amounts in addition to a collection activity fee of \$20 for each month that Advertiser does not pay Media X-ray the full amount of charges due by the invoice due date. Advertiser concurs that the collection activity fee is not an interest charge for the time value of unpaid charges and recovers costs that are different from the costs recovered by the late payment interest charge.

(c) Advertiser may concur in writing, or electronically, to make single or recurring payments via credit card or by automatic debits to Advertiser’s bank account by ACH. Media X-ray may condition its acceptance of electronic payments upon Advertiser’s completion of a separate authorization form. Unless otherwise specified at the time Advertiser agrees to recurring electronic payments, the automatic payment will be deducted on the due date of each invoice. Authorization for recurring payments will remain in full force and effect until Media X-ray has received express written notification of Advertiser’s intention to cancel such authorization. Automatic deductions that were submitted for processing prior to Media X-ray’s receipt of the notice of cancellation may still be processed. Advertiser hereby releases Media X-ray and Media X-ray Providers, including any payment processors, from any and all claims arising from the use of any means of electronic and/or automatic payment method, including any associated fees.

(d) Media X-ray may disclose any or all information it has concerning Advertiser to any Media X-ray Party (as defined below) and/or any third parties, including credit-reporting agencies. If Advertiser applies for business credit and is denied, Advertiser has the right to a written statement of the specific reasons for the denial, which Advertiser may obtain by contacting Media X-ray within 60 days after Advertiser is notified of the decision at Media X-ray, 961 Matley Ln Ste 120 Reno, NV 89502, Attention: Credit Manager. Media X-ray will send Advertiser a written statement of reasons for the denial within 30 days of receiving Advertiser’s request. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

3. Cancellation. Advertiser may cancel this Agreement only by written notice within 3 days of execution or authorization of this Agreement (the “**Cancellation Period**”), with the notice signed by an authorized representative of Advertiser, sent during the Cancellation Period by U.S. Certified Mail, return receipt requested, sent to Media X-ray at Media X-ray’s address on the applicable Order.

4. Term. Only Media X-ray’s performance of Services under an Order will constitute Media X-ray’s acceptance of the Order. The term of this Agreement commences upon Media X-ray’s acceptance of the first order hereunder and will continue for an initial period as set forth in the Order (and if not set forth therein, then 12 months). The term of this agreement will automatically renew, unless terminated as set forth in this Agreement, for a like term under the then-current Terms & Conditions. If no deadline for cancelling the renewal of an Order is set forth therein, Advertiser will be responsible for obtaining the deadline for cancelling the renewal of such Order by calling Media X-ray’s Customer Service Department at the number specified therein.

5. Termination by Media X-ray. Media X-ray may terminate this Agreement for any Order, in whole or part, at any time upon written notice, including via email, to Advertiser. If Media X-ray intends to cease to provide a Service, then the portions of each Order, for the performance of such service will terminate automatically. In addition, Media X-ray may terminate, remove, and/or suspend any or all Advertising or Services upon Advertiser’s failure to pay any amount when due as set forth herein. Media X-ray, in its sole discretion, may repurpose and/or reallocate any resources, including Advertising and/or media inventory, which may have been allocated toward the use or support of the Services, and Advertiser shall have no rights with respect to any such resources and/or Services.

6. Inactivity. If Advertiser fails to claim funds remaining on account with Media X-ray within 180 days of the last date upon which Media X-ray performed Services under the applicable Order, Advertiser will pay Media X-ray a reasonable fee for the maintenance and administration of those funds equal to \$25 per month. Media X-ray may deduct this fee from Advertiser’s funds on account until the funds are transferred to Advertiser or exhausted. If Advertiser fails to claim any non-cash credit issued by Media X-ray within 180 days, Advertiser will be deemed to have waived such credit and will have no claim to the credited amounts.

7. Warranties and Covenants. Advertiser warrants and covenants to Media X-ray, its parent(s), subsidiaries, affiliates, and Media X-ray Providers, and their respective directors, officers, employees, and agents (the “**Media X-ray Parties**”) that:

(a) Advertiser owns or otherwise controls all necessary rights to any trademark, service mark, logo, name, message, data, image, text, photos, graphics, audio, video or other material or intellectual property contained or embodied in any Ad Components, and Advertiser will maintain such ownership or control throughout the term of this Agreement;

(b) Advertiser is a business and not a consumer and that it is at all times solely responsible for the truthfulness and accuracy of all of Advertiser’s Advertising, and Advertiser will not, and will not allow any third party to, submit any Ad Components that, or use the Services in any manner that: (i) violates any law, regulation, or industry guidelines; (ii) is harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, violent, obscene, pornographic, indecent, lewd, libelous, invasive of another’s privacy, or racially, ethnically or otherwise offensive, hateful, or abusive; (iii) infringes any third party’s patent, trademark, trade secret, copyright, other intellectual property rights, or other rights (collectively, “**IP Rights**”); (iv) advocates or solicits violence, criminal conduct, or the violation of any local, state, national or international law or the rights of any third party; (v) is deceptive in any way or contains an impersonation of any person or entity or misrepresents an affiliation with a person or entity; (vi) provides material support or resources (or conceals or disguises the nature, location, source or ownership of same) to any organization designated by the U.S. government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; and/or (vii) reproduces, sells, resells, or exploits for any commercial purpose any portion of, use of, or access to the Services;

(c) Advertiser will provide Media X-ray all information, materials, consents, and authorizations necessary for Media X-ray to place the Advertising or to perform the Services, and will do so in a timely manner;

(d) Advertiser will not and will not allow anyone working for it to: (i) engage in any form of spamming or improper (as determined by Media X-ray) clicking, impression generation, e-

mailing, texting, or marketing in connection with the Advertising and/or Services; (ii) access any Media X-ray Party's network or system for any purpose other than internal use to access Services and/or manage its account(s); (iii) interfere or attempt to interfere with the proper working of any Media X-ray Party's network or system; and/or (iv) use any data from any Media X-ray Party's network and/or system for any purpose outside of the limited purpose contemplated by this Agreement and the applicable Order;

(e) Advertiser shall be solely responsible for all fees, royalties, and other amounts of any kind or nature payable in connection with Advertising: (i) to record companies, artists, and all other royalty participants resulting from exploitation of any copyrighted materials ("**Compositions**"); (ii) to publishers or other owners of Compositions or under union or guild collective bargaining agreements; (iii) to third parties in connection with the use of their names, images, voices, or likenesses as part of any Advertising; and (iv) to any and all other third parties with respect to the provision, receipt, or use of Services; and

(f) Advertiser waives all provisions of state and federal so-called "Do Not Call," "Do Not E-mail," and "Do Not Fax" laws in respect to Media X-ray Parties' placement of telephone calls, e-mails, and faxes to Advertiser, and Advertiser agrees to accept such phone calls, faxes, e-mails, and other communications sent by or on behalf of Media X-ray Parties related to Media X-ray's services, including future services.

8. Intellectual Property. Advertiser, for itself and any third party with an interest in or to Ad Components, grants Media X-ray a nonexclusive, worldwide license, including the right to sublicense, to copy, distribute, create derivative works based upon, publicly display, publicly perform, reproduce, promote, resize, rearrange, modify, and otherwise use the Ad Components in any media or service, in whatever format, now or in the future, provided that such use is pursuant to this Agreement and/or in furtherance of distribution of Advertising on behalf of Advertiser. In addition, Media X-ray shall have the irrevocable right to use the Ad Components in any materials advertising, promoting, and/or publicizing Media X-ray's services and/or products. Except as otherwise provided herein, Media X-ray owns all IP Rights in and to the Advertising, the Services and all information, materials, logos, software, or other tools or information used to develop or display the Advertising or to provide the Services. Advertiser may not reproduce the Advertising, any medium in which such artwork is distributed or any Media X-ray-developed graphics for any purpose without the express prior written permission of Media X-ray.

9. Collection and Use of Data. Media X-ray may collect, disclose, and use data concerning the delivery of Advertising, individuals' interactions with Advertising, and the performance and receipt of the Services in accordance with Media X-ray's Privacy Policy and the applicable Services Terms, both located at mediaxray.com/legal.

10. Advertiser Generated Content. Media X-ray will have no obligation to investigate or confirm, and does not in any way endorse, the accuracy, legality, legitimacy, validity, suitability, or reliability of any content directly generated or controlled by Advertiser, its representatives, employees, contractors (other than Media X-ray), or agents ("**Advertiser Generated Content**"), including any of the products, services, offers, deals, coupons, or other promotional materials or representations contained or referenced in the Advertising. Media X-ray makes no representations or warranties whatsoever concerning any products or services advertised, sold, or provided by Advertiser (including, without limitation, the quality, safety, or legality of such products or services or the sale thereof), or any offers, deals, coupons, or other promotional materials or representations contained or referenced in any Advertiser Generated Content. Any commercial, sales, use, membership, subscription, affiliation, participation, or promotional relationship Advertiser may create with any third party, including obligations undertaken by Advertiser with respect to payment and delivery of related goods or services, and any other terms, conditions, and warranties or representations associated with such dealings, are solely between Advertiser and such third party. Advertiser will be solely liable to any third party claimant with respect to the content of the Advertiser Generated Content.

11. Media X-ray Providers. (a) Media X-ray may have entered into one or more contracts with Media X-ray Providers in connection with the performance of Services. Advertiser consents to the use of any Media X-ray Provider that Media X-ray deems suitable for the purpose in question and agrees that the use of any such Media X-ray does not limit Advertiser's obligations to Media X-ray pursuant to the terms of this Agreement. Media X-ray may provide Media X-ray Providers with all relevant information regarding the Advertiser in connection with the performance of Services.

(b) Representatives of Media X-ray Providers, including representatives who may be visiting locations designated by the Advertiser (e.g., recording audio, video, taking photographs) will be employees and/or contractors of the Media X-ray Providers and will not be employees of Media X-ray. By signing the applicable Order, Advertiser directs Media X-ray to have Media X-ray Providers contact Advertiser directly about coordinating the same.

(c) Websites or other electronic portals operated by the Media X-ray Providers (each, a "**Media X-ray Provider Website**") may have different terms of use than those applicable to Media X-ray's websites or electronic portals. Advertiser is solely responsible for investigating the terms of use, privacy policies, and/or other rules or requirements applicable to Media X-ray Provider Websites. Media X-ray will have no obligation or liability to Advertiser with respect to any differences between the operation and administration of Media X-ray's websites or electronic portals and the Media X-ray Provider Websites. Advertiser agrees to be bound by the applicable terms of use and/or other applicable terms of any applicable Media X-ray Provider Website. Media X-ray is an intended third party beneficiary of any limitations of liability, representations, warranties and/or indemnities pursuant to the terms of use or similar terms of any Media X-ray Provider Website.

(d) Other than liability incurred directly in connection with the performance of a Service, which shall be subject to all limitations of liability contained in the Agreement, Advertiser releases and holds Media X-ray harmless for any claims, actions, losses, expenses, damages, costs, and/or liabilities that may arise as a result of the actions or inactions of Media X-ray Providers and/or their employees, contractors, or representatives. Any such claims, actions, losses, expenses, damages, costs, and/or liabilities shall be strictly between Advertiser and the applicable Media X-ray Providers.

12. Disclaimer. Advertiser acknowledges that the essential value of the Services is the dissemination of information facilitating individuals to visit, contact, and/or learn more about Advertiser, and that Media X-ray may, in its discretion, determine the methods of such dissemination. ADVERTISER ASSUMES ALL RISKS CONCERNING THE FUNCTIONALITY, PERFORMANCE, AND RESULTS OF THE ADVERTISING AND SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE MEDIA X-RAY PARTIES MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES TO ADVERTISER OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE), REGARDING THE FUNCTIONALITY, PERFORMANCE, OR RESULTS OF THE ADVERTISING OR THE SERVICES OR OTHERWISE UNDER OR RELATED TO THIS AGREEMENT. For the avoidance of doubt, no Media X-ray Party will be bound by, and Advertiser acknowledges that Advertiser is not relying on: (a) any representation or warranty concerning revenue, profit, return on investment, or results to be generated from its Advertising; (b) any representation or warranty regarding either the number, makeup, or distribution of people who will view Advertising and/or the residences or businesses that will access or receive the media containing the Advertising; (c) any representation, warranty, or covenant concerning the quantity, quality and/or validity of traffic, impressions, or interactions with or leads generated by Advertising; (d) any custom or prior course of dealing; or (e) the nature of others' advertising. Although Media X-ray will use commercially reasonable efforts to include any Ad Components and/or design elements that Advertiser may reasonably request be included in the Advertising, subject to the procedures established by Media X-ray for that purpose, Media X-ray expressly disclaims any liability for failure to include, and Advertiser's payment obligations hereunder shall not in any way be contingent upon inclusion of, any such Ad Components and/or design elements in the Advertising.

13. Limitation of Liability. Any claim arising out of an error or omission in Media X-ray's performance of the Services must be made in writing by U.S. Certified Mail (return receipt requested) to Media X-ray within three (3) months of the first occurrence of such error or such claim shall be deemed waived. If the Services Terms (located at mediaxray.com/legal) applicable to the Service out of which such claim arose provide for make goods, then Media X-ray's compliance with its obligations with respect to such make goods will constitute the Media X-ray Parties' sole obligation and Advertiser's sole and exclusive remedy for any breach of this Agreement relating to such Advertising or Service. In no event will the Media X-ray Parties' aggregate liability under this Agreement exceed the amount paid under the applicable Order for the specific Advertising and/or Service. UNDER NO CIRCUMSTANCES WILL THE MEDIA X-RAY PARTIES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, DAMAGES RELATING TO LOSS OF PROFIT, LOSS OF INCOME OR REVENUE, OR LOSS OF GOODWILL, FOR ANY REASON WHATSOEVER, INCLUDING THE RESULT OF ERRORS OR OMISSIONS, THE REJECTION OR REMOVAL OF ANY ADVERTISING, ANY DELAY IN DISPLAYING, MEDIA X-RAY PARTIES' FAILURE TO DISPLAY OR DISTRIBUTE ADVERTISING, OR MEDIA X-RAY PARTIES' FAILURE TO PERFORM SERVICES. MEDIA X-RAY'S ACCEPTANCE OF THIS AGREEMENT AND THE RATES CHARGED FOR THE ADVERTISING AND OTHER SERVICES ARE BASED UPON THE LIMITATION OF THE MEDIA X-RAY PARTIES' LIABILITY AS SET FORTH HEREIN. Advertiser may negotiate to pay additional charges (based on Media X-ray's sole assessment of risk factors) in lieu of this limitation of liability by calling Customer Service as listed on the applicable Order and entering into an agreement with Media X-ray providing otherwise. Such an agreement must be in writing, signed by both parties. Media X-ray has no obligation to accept or enter into such an agreement if it feels it does not adequately compensate it for the additional risk, costs.

14. Indemnity. If a third party claims, or if Media X-ray believes that a third party may claim, that any Advertising or Ad Components, or the placement thereof, infringes any third party's IP Rights, Media X-ray may terminate this Agreement, in whole or in part, and/or reject, cancel, discontinue, or suspend the Services, in Media X-ray's sole discretion, without liability, until Advertiser has resolved the actual or potential third party claim to Media X-ray's satisfaction. Advertiser shall indemnify and hold harmless the Media X-ray Parties against all claims, actions, losses, expenses, damages, costs, and liabilities, including professional advisors' fees and other expenses incurred in the defense of any claims arising from this Agreement, including in connection with: (a) breaches of any warranty or covenant made herein; (b) the Ad Components, Advertising, and Advertiser's requests for advertising and/or services; and (c) Advertiser's failure to honor any promise, offer, or other statement set forth in any Advertising, Ad Components or Advertiser Generated Content.

15. Venue. This Agreement and all claims and disputes arising under or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Nevada. Any action or proceeding arising under or relating to this Agreement shall be filed only in the State of Nevada in Washoe County. Advertiser hereby consents and submits to the exclusive jurisdiction and venue of those courts and waives any objection based on the convenience of these exclusive venues.

16. Force Majeure. Advertiser will remain responsible for all moneys owed to Media X-ray, if Media X-ray's performance of its obligations is delayed by the occurrence of: (a) fires, floods, earthquakes, elements of nature, acts of God, acts of war, terrorism, government action or order, blackouts, strikes/labor difficulties, or any other similar cause; or (b) any event or circumstance within the control of, or caused by information provided by Advertiser or a third party (including Media X-ray Providers).

17. Severability. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Media X-ray may assign its rights and duties under this Agreement to any party at any time without notice to Advertiser. Advertiser's rights and duties under this Agreement are not assignable without the written consent of Media X-ray.