



eZanga.com, Inc.

222 Carter Drive, Suite 201, Middletown, DE 19709
Phone: 888-4-EZANGA (888-439-2642), Fax: 302-861-3339, Email: Sales@eZanga.com

eZanga.com, Inc.'s Terms and Conditions for Cost Per Click/Cost Per Call/Display Advertisements

(Updated May 2018)

1. Introduction

These Terms and Conditions are entered into by you ("Advertiser") and eZanga.com, Inc. ("eZanga") regarding the display and distribution of advertisement(s) by eZanga ("Advertisements"). These Terms and Conditions together with any executed insertion order (an "Insertion Order") will be known as the "Agreement." The display and distribution of Advertisements will also be subject to the policies and requirements set forth in the eZanga Advertiser Center, as such policies and requirements may be updated from time to time. Since the web is an evolving medium, eZanga reserves the right to modify our Terms and Conditions at any time. The Terms and Conditions can be found at <https://adpad.ezanga.com/help/terms>. By continuing to allow eZanga to display and distribute Advertisements after such modified Terms and Conditions have been updated, you agree to these Terms and Conditions.

2. Advertisements and Advertising Content

eZanga will display the Advertisements, text links, graphical links, or other advertising content provided or approved by Advertiser (together with the related keywords, the "Advertising Content"), for pay per click and pay per call advertisements. Advertiser agrees that their display Advertisements will conform to the IAB's Display Advertising Guidelines, which is the governing authority eZanga follows for display advertisements and advertising content. Advertiser is solely responsible for creating the Advertising Content and represents and agrees that such content:

- a) does not infringe the patents, copyrights, trademarks, rights of publicity, rights of privacy, moral rights, music performance, or other music-related rights, or any other right of any third party;
- b) does not violate any applicable law, statute, ordinance, EU GDPR, or regulation regarding the creation and marketing of online materials including, without limitation, those governing false and/or deceptive advertising;
- c) is true, accurate, and complete;
- d) is not unlawful, defamatory, or libelous;
- e) is not pornographic or obscene; and
- f) does not contain viruses, Trojan horses, worms, time bombs, cancel bots, or other similar harmful or deleterious programming routines.

Advertiser grants to (i) eZanga and members of the eZanga Network (as defined below) the right to display, perform, transmit, and promote the Advertising Content and to make internal copies as necessary to perform the foregoing (ii) users of eZanga's websites, their distribution network



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members' websites and related Telecommunication Devices (as defined below) (collectively, the "eZanga Network"), the right to access and use the Advertising Content and page any content and/or services directly linked to the Advertising Content. Advertiser also grants eZanga the right to periodically crawl Advertiser websites to confirm their web pages are live. eZanga and eZanga Network members may reject or remove any particular Advertisement or Advertising Content for any or no reason. "Telecommunication Devices" shall include any phone, whether mobile, cellular, satellite or landline, or any similar device.

3. Distribution

Advertiser understands that the Advertisements may appear on various site(s) and Telecommunication Devices within the eZanga Network. Subject to the terms of the relevant Insertion Order (for accounts with an Insertion Order), the breadth of distribution of the Advertising Content may change during the term of this Agreement for any reason or no reason, including that eZanga may change the members of the eZanga Network from time to time without notice, eZanga may adopt or discontinue one or more modes of distribution, or may change or discontinue sites, site pages, or methods or modes of advertisement delivery. Subject to the terms of the relevant Insertion Order (for accounts with an Insertion Order), your Advertisements may appear in a variety of contexts on the eZanga pay per click network, such as on search results pages, meta-search results pages, content or article pages, pop-ups or pop-unders, emails, and in contextually-relevant locations on the eZanga Network. Your Advertisements on the pay per call network will be received via click to call, warm transfer, abandoned business phone numbers, and/or television commercials. Your Advertisements on the display network will be in the form of graphical banners, video, native, and social sponsored content, and these Advertisements may also appear in response to a user's behavior by way of retargeting or remarketing. Because of the variety of types of distribution on the eZanga Network and our frequent changes, we cannot guarantee that your Advertisement(s) will appear in any particular type of placement, or that it will be displayed in any particular context or in response to any particular behavior. In all cases, eZanga will not exceed Advertiser's maximum bid(s). With respect to keyword-targeted ads, Advertisements may appear for the specific keywords Advertiser selects, as well as for variations on those keywords, as determined by eZanga's matching technology.

4. Term; Cancellation or Termination.

For accounts with an Insertion Order, the term of this Agreement will be set forth in the Insertion Order. If there is no Insertion Order, the term will end when terminated by either party in accordance with the terms and conditions of this Agreement. Unless otherwise set forth in the relevant Insertion Order (for accounts with an Insertion Order), either party may terminate the Agreement at any time for any reason or no reason upon giving written notice to the other party via email to support@ezanga.com, with such termination to be effective as soon as eZanga can



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remove all of Advertiser's Advertisements, but no later than five (5) business days after a party gives written notice. eZanga may terminate this Agreement immediately with or without notice to Advertiser **(i)** if eZanga is unable to successfully charge Advertiser's credit card for any amount described in Section 5, for credit card accounts, or **(ii)** if any amount invoiced to Advertiser has not been paid when due, for invoice accounts.

5. Billing; Payment.

a. Invoice Accounts.

eZanga will invoice Advertiser monthly for clicks on Advertising Content or calls related thereto. If Advertiser is a display advertiser, eZanga will invoice Advertiser under a 'Dynamic Campaign' or a 'Fixed CPM Campaign' (at eZanga's election) as follows:

'Dynamic Campaign' means that eZanga will invoice Advertiser on a monthly basis for all ad inventory purchased by Advertiser pursuant to a campaign at a programmatic and fluctuating CPM (cost per thousand).

'Fixed CPM Campaign' means that eZanga will invoice Advertiser on a monthly basis for the total number of impressions (per thousand) delivered pursuant to a campaign at a rate for such impressions set forth by the Advertiser on the platform.

Payment in full will be due thirty (30) days after the month in which the traffic was delivered. If eZanga, in our sole discretion, determines that Advertiser's credit condition warrants, eZanga may require additional information and/or advance payment. If Advertiser wishes to increase or exceed the budget amount in an approved Insertion Order, Advertiser will submit an electronic mail message to eZanga in order to document Advertiser's agreement to such increase. If any amounts invoiced hereunder are not received by eZanga by the due date, then such charges shall accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

b. Credit Card Accounts.

Advertiser must maintain a valid credit card in their online account. Advertiser authorizes eZanga to charge their credit card for all charges to their account, including any recurring payments. Advertiser understands that this authorization is valid until the effective time of termination of this Agreement. Advertiser is responsible for maintaining up-to-date credit card information in their account. Advertiser's account will be debited for each click on their Advertisements as determined by eZanga's click tracking technology. eZanga offers an auto-refill option to ensure that campaigns run continuously, without interruption. If eZanga is unable to refill Advertiser's account because Advertiser's credit card is no longer valid, or for any other reason, eZanga will automatically cancel all advertisements when Advertiser's account reaches a balance of \$0. At that time, all of Advertiser's campaigns will automatically be removed from the eZanga Network.



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Advertiser will promptly update all information to keep their account and credit card information (including a valid credit card number, current billing address, current email address, etc.) current, complete, and accurate, and will promptly notify eZanga if their credit card is canceled. If Advertiser's credit card expires, Advertiser will continue to be responsible for payment of charged amounts until Advertiser either changes their credit card information or terminates the account. Advertiser agrees to retain, either by printing or otherwise saving, a copy of this Agreement, which provides the terms of this authorization.

c. All Accounts.

All fees described in this Agreement exclude any and all sales, use, property, license, value added, excise, or similar tax (and any related duties, tariffs, imposts, and similar charges) that may be due as a result of the transactions contemplated by this Agreement. Advertiser will be responsible for paying all such taxes and charges. Advertiser will have only 15 days from the date of an invoice or charge to dispute that invoice or charge; after that time Advertiser will be deemed to have waived any objections to the invoice or charge. Invoices and charges will be determined solely based on eZanga's tracking technology. Advertiser may use a third party to track clicks on Advertisements or phone calls related thereto. In the event that the third party's measurements for clicks on Advertisements differ from those tracked by eZanga by more than 10% over an invoiced or charged period, within the fifteen (15) day period following the end of such period eZanga and Advertiser will participate in a reconciliation effort between the third party and eZanga regarding the discrepancy, make a good faith effort to resolve such discrepancy and, if any changes are made to eZanga's tracking as a result, amend the invoice or credit the account accordingly. Refunds (if any) are at the discretion of eZanga and will be granted either by form of advertising credit on the eZanga Network or in a refund to the method of payment used (at eZanga's election). All refunds will be in USD. Any billing or payment disputes by Advertiser will be made in accordance with this section, and Advertiser agrees not to dispute any charges with their credit card company or otherwise initiate chargeback proceedings if such dispute or chargeback would cause Advertiser to be in violation of this section.

6. Collections

In the event of any legal action or efforts to collect amounts owed by Advertiser under this Agreement, eZanga will be entitled to reimbursement for all costs and expenses incurred, including reasonable court costs and attorney's fees and expenses.

7. Online Account



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eZanga will provide a password-protected online account to allow Advertiser to monitor the performance of campaigns and make changes to elements of campaigns. Advertiser is solely responsible for controlling access to the password protected account and for maintaining the confidentiality of the password, and will be required to pay for any charges or traffic fees incurred as a result of changes made through the online account.

8. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT THE INDEMNIFIED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM ANY ASPECT OF THE ADVERTISING RELATIONSHIP PROVIDED FOR IN THIS AGREEMENT AND NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR MORE THAN THE TOTAL AMOUNT PAID OR DUE AND PAYABLE (PLUS APPLICABLE COLLECTION AND ENFORCEMENT FEES AND COSTS) TO EZANGA UNDER THIS AGREEMENT.

9. Mutual Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party, its subsidiaries, affiliates, partners, officers, directors, employees, and agents, from any and all liability, damages, costs, and settlements due to claims or causes of action, including reasonable legal fees and expenses (collectively "Liabilities"), arising out of or related to the indemnifying party's breach of any of its representations, warranties, or covenants in this Agreement or its performance hereunder. Advertiser further agrees to indemnify, defend, and hold harmless eZanga, its subsidiaries, affiliates, partners, officers, directors, employees, and agents, from any Liabilities arising from all content or material on any website associated with any Advertising Content, Advertiser's website(s) and Advertiser's order processing, billing, fulfillment, shipment, collection, and other customer support associated with any products or services offered, sold or licensed through any website associated with any Advertising Content.

10. Representations and Warranties.

Advertiser represents and warrants that (i) Advertiser holds the necessary corporate power, permits and rights granted to eZanga under this Agreement; (ii) has read and understands eZanga's Privacy Policy (<https://www.ezanga.com/privacy>) (iii) neither the use, reproduction,



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distribution, or transmission of the Advertising Content, nor any material or service available on or through Advertiser's website or a Telecommunication Device will **(a)** violate any foreign, federal, state, GDPR where applicable, or local law or regulation or any rights of any third party, **(b)** contain any material that is harmful, abusive, hateful, obscene, or threatening nor **(c)** constitute false or fraudulent advertisement and that a reasonable basis exists for all claims concerning the performance of products and services offered; **(iii)** the Advertising Content complies with eZanga's advertising guidelines; **(iv)** Advertiser's execution of this Agreement, and their performance of obligations and duties hereunder, will not violate any agreement to which Advertiser is a party or is otherwise bound; and **(v)** Advertiser possesses all authorizations, approvals, consents, licenses, permits, certificates, or other rights and permissions necessary to display their website(s) and purchase, display and distribute (and allow others to display and distribute) Advertising Content for such website(s).

11. eZanga Representations and Warranties

eZanga represents and warrants that we hold the necessary rights to use the eZanga Network for display and reproduction of the Advertising Content for the purpose of this Agreement. EZANGA MAKES NO OTHER REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS, ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING EZANGA'S SERVICES OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. Without limiting the generality of the foregoing, eZanga specifically disclaims any warranty regarding **(i)** the number of persons who will access the Advertising Content and **(ii)** any benefit Advertiser might obtain from including the Advertising Content within the eZanga Network. The performance estimates, if any, on the Insertion Order are not guarantees, and actual performance may be higher or lower than the estimates provided. eZanga cannot warrant that the display of the Advertising Content or the link to the advertiser web content will be uninterrupted or error-free. eZanga cannot guarantee that an Advertisement will be displayed in response to any given keyword search. eZanga specifically disclaims any warranty regarding the location and prominence of Advertisements within the eZanga Network, including within any search results displayed thereon. While eZanga specifically disclaims any warranty related to compliance with the Telephone Consumer Protection Act of 1991 ("TCPA"), which compliance shall be controlled by third-party publishers in the eZanga Network, not by eZanga, however, eZanga requires all such third-party publishers to warrant to eZanga their compliance with TCPA.

12. Confidentiality

The terms and conditions of this Agreement, as well as any click-through or user data derived from this Agreement or its performance, are confidential to eZanga, and Advertiser agrees not to disclose them to any third party under any circumstances, except as required by law and with prior written notice to eZanga. Neither party will issue any press release or public announcement of the terms or existence of this Agreement without the prior written consent of the other party,



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except that eZanga may reference Advertiser as a client and include Advertiser's name in marketing materials.

13. Jurisdiction; Choice of Law

The parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware in connection with any action, controversy, claim, or lawsuit arising related to this Agreement and any orders to which it relates. This Agreement will be interpreted, construed, and enforced in all respects in accordance with laws of Delaware, without regard to its conflicts of laws, provisions, or to the actual state or country of incorporation or residence of the parties. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. Advertiser further irrevocably consents to the service of any process in any such action or proceeding upon it by the mailing of a copy of such process to the Advertiser to the address then currently reflected in eZanga's records as Advertiser's principal place of business.

14. Trademark and Proprietary Rights to Content

eZanga's trademarks, websites, corporate names, trade names, domain names, logos, and service marks ("Marks") are the property of eZanga. Advertiser is not permitted to use the Marks without the prior written consent of eZanga. "eZanga," "AdPad," "Anura", and "Traffic Advisors" and the corresponding logos are all trademarks of eZanga.com, Inc.

15. Miscellaneous

In event of any express conflict between the provisions of the Insertion Order and these Terms and Conditions, the provisions of the Insertion Order will control. eZanga will not be liable for delay or default in displaying Advertisements if such delay or default is caused by conditions beyond our reasonable control, including without limitation casualty, network or telecoms failures, and acts of God. eZanga retains all right to ownership of URL descriptions that it creates, the eZanga directories and all adaptations, translations or modifications thereto. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect. The failure of either party to insist upon or enforce strict performance by the other party, of any provision of this Agreement, or to exercise any rights under this Agreement, will not be construed as a waiver or relinquishment of such party's right to enforce any such provision or right in any other instance. Advertiser may not assign this Agreement, in whole or in part. eZanga and Advertiser are independent contractors, and neither eZanga nor Advertiser is an agent, representative, or partner of the other. This Agreement and applicable Insertion Orders set forth the entire



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agreement between Advertiser and eZanga, and supersedes any and all prior agreements (whether written or oral) of eZanga and Advertiser with respect to the subject matter set forth herein. In the event that Advertiser and eZanga have signed a separate agreement for the delivery of relevant advertising on Advertiser's platform that is still in effect, or intend to enter into such an agreement while these Terms and Conditions remain in effect, then in the event of any express conflict between the provisions of that other agreement (whether previously or subsequently signed) and these Terms and Conditions, such provisions of that other agreement that conflict with these Terms and Conditions shall be modified such that these Terms and Conditions are agreed to and control. All additional or differing terms and conditions or any other documents or submitted by Advertiser are hereby rejected by eZanga and shall not become part of these Terms and Conditions unless expressly consented to in writing by eZanga stating such consent. Except as set forth in Section 1 above, this Agreement may only be modified, or any rights under it waived, by a written document or online agreement executed by both parties. New versions of these terms will require online acceptance after logging into user accounts as they are released.

The section titles in the Agreement are solely for the convenience of the parties and have no legal or contractual significance.

Contact Details:

support@ezanga.com

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