

STANDARD TERMS AND CONDITIONS FOR INTERNET ADVERTISING

Last updated November 1, 2019

1. DEFINITIONS

In these Terms and Conditions:

“Action” means a specific end user’s activity or a combination of activities specified in the Insertion Order, which may, under the conditions provided in the present Terms and Conditions, be considered a Deliverable.

“Active Player” means in-game event determined by the Advertiser identifying in-game activity in each of the Advertiser’s projects for each separate registration.

“Advertiser” means a legal entity specified in the Insertion Order that places an order for the Advertising Services.

“Advertising Materials” means graphical or textual information specified in the applicable Insertion Order and aimed to promote the Product on the market.

“Advertising Services” means distribution of the Advertising Materials over the Internet using various online delivery methods with the purpose of bringing the Product to the attention of potential customers of Advertiser.

“Affiliates” of the Parties shall mean an individual or entity that (a) directly or indirectly controls, or is controlled by, or is under common control with a Party; and/or (b) owns or controls fifty percent (50.0%) or more of the outstanding voting securities of a Party.

“Attribution Window” means a period of time specified in the Insertion Order that allows certain end user’s activity or a combination of activities to qualify as a Deliverable, provided that they are performed within the Attribution Window.

“Benchmark Traffic” means the pattern of In-game Events, typically resulting from a SOI or DOI Registration of an end user targeted via search engine advertising due to making a search query containing the name of the Product or of the Advertiser.

“Billing Model” means a method of calculating the Service Fee due to Publisher for the Advertising Services (cost per click (CPC), cost per install (CPI), cost per action (CPA), etc.).

“Bot Traffic” means the activity or a combination of activities performed by end user which satisfies the criteria to form a Deliverable under the applicable Billing Model but results in the In-game Events, the pattern of which is radically different from the Benchmark Traffic.

“Confidentiality Agreement” means a non-disclosure agreement that might be signed by Advertiser or its Affiliate and Publisher to protect shared information from unauthorized disclosure.

“CPA” means a Billing Model, whereby Advertiser pays for each specified Action.

“CPC” means a Billing Model, whereby Advertiser pays when end user follows the link contained in the Advertising Materials.

“CPI” means a Billing Model, whereby Advertiser pays for each install of the particular application specified by Advertiser.

“CPM” means a Billing Model, whereby Advertiser pays for each thousand (1 000) impressions of Advertising Materials.

“Deliverable” means, depending on the Billing Model applied, the end user’s click, impression, install, Action, another activity or combination of activities, which serve a basis for calculation and payment of the Service Fee, as in more detail provided in [Section 6](#) below.

“Single Opt-In Registration” or **“SOI Registration”** means a type of registration, whereby end user fills out a registration form on Advertiser’s web page, presses registration button and is redirected to a “thank you page”.

“Double Opt-In Registration” or **“DOI Registration”** means a type of registration, whereby an end user fills out a registration form on Advertiser’s web page, receives a link to his/her e-mail and follows this link confirming the registration.

“Insertion Order” or **“IO”** means a written document, which incorporates these Terms and Conditions by reference and contains all necessary instructions given by Advertiser to Publisher with regard to the Advertising Services to be performed.

“Parties” means Publisher and Advertiser.

“Product” means a video game specified in the applicable IO.

“Publisher” means the provider of the Advertising Services specified in the Insertion Order.

“Traffic Source” means an application, software, web site, web page, other online destination where the Publisher places Advertising Materials to provide a particular Deliverable.

“Service Fee” has the meaning provided in Section 5 below.

“In-game Event” – means a type of in-game activity determined by the Advertiser and not revealed to any other party, which is used for the assessment and optimization of the Advertising Services.

2. APPLICATION OF TERMS AND CONDITIONS

These Terms and Conditions apply to Insertion Orders that incorporate it by reference.

In the event of any conflict or inconsistency between or amongst these Terms and Conditions and any applicable Insertion Order, the Insertion Order shall prevail.

3. ADVERTISING SERVICES

Advertiser engages Publisher, and Publisher undertakes to provide the Advertising Services as specified in the Insertion Order to the benefit of Advertiser.

Publisher acknowledges and agrees that the fact of signature by both Parties of the Insertion Order represents neither Advertiser’s commitment to spend certain amount of money on the Advertising Services specified in such Insertion Order, nor irrevocable authorization by Advertiser to Publisher to perform the Advertising Services. Advertiser shall have the absolute right to immediately terminate the Insertion Order by giving a corresponding notice to Publisher via email at any time before the Advertising Services actually started.

4. ADVERTISING MATERIALS

Advertiser shall prepare and provide to Publisher Advertising Materials necessary for the provision of the Advertising Services. Not later than *five (5) business days* prior to the start of the Advertising Services, Publisher shall communicate to Advertiser all technical and other requirements to the Advertising Materials that Advertiser is required to take into consideration when preparing such Advertising Materials.

At the Advertiser’s request, Publisher shall prepare Advertising Materials according to the Advertiser’s guidelines. Publisher shall have a right to use such Advertising Materials in the course of performance of the Advertising Services only upon receipt of Advertiser’s approval of such Advertising Materials sent via e-mail.

All Advertising Materials and other materials provided by Advertiser to Publisher hereunder shall be used exclusively for the purposes of provision of the Advertising Services.

Publisher shall ensure that all Advertising Materials render completely and function properly. All costs and damages resulting from technical problems relating to the Advertising Materials shall be borne by Publisher.

Advertiser may at any time decide to withdraw a particular Advertising Material from publication and/or replace it with any other Advertising Materials at its sole discretion. Advertiser shall notify Publisher about its decision via email and Publisher shall withdraw and/or replace the Advertising Materials as instructed by Advertiser within the time frame as indicated in the email but in no event later than *forty eight (48) hours* from the receipt of such email from Advertiser. Upon the withdrawal of the Advertising Materials Publisher shall have no right to use such Advertising Materials in the course of performance of the Advertising Services.

5. SERVICE FEE

In consideration to the provision of the Advertising Services Advertiser shall pay Publisher a compensation specified in the corresponding Insertion Order (the “**Service Fee**”). The Service Fee might be defined as: (a) a *fixed amount*, or (b) might be calculated based on the *rate for each Deliverable* (specified in the IO or agreed via email) and the *total number of Deliverables* provided within each reporting period.

The Service Fee includes all direct, indirect taxes, commissions, duties, bank charges and other similar levies and expenses that may arise in connection to the present Terms and Conditions and the applicable IO. Advertiser shall pay any banking fees for outgoing bank transfers and Publisher shall pay any subsequent banking fees charged by intermediary banks and the Publisher’s bank. Publisher shall bear all other expenses relating to the receipt of the Service Fee and pay all taxes that may arise in connection therewith.

The Service Fee shall be deemed to be duly paid at the time when the funds are debited from Advertiser’s bank account specified in the applicable IO or another bank account designated for payment by Advertiser.

Service Fee shall be paid to Publisher based on a relevant and correct invoice according to the terms specified in the applicable IO. Unless specified otherwise in the respective IO, Advertiser shall pay the correctly issued invoice within thirty (30) calendar days of its receipt (the “**Payment Term**”). If the Publisher re-issues the invoice for any reason, the Payment Term shall start running from the day of receipt by Advertiser of the newly issued invoice. If the last day of the Payment Term falls on a non-Business Day, the Payment Term shall be extended to the next Business Day.

Each Publisher’s invoice shall:

- a) be in English or contain English as one of its language versions;
- b) contain Publisher’s full address (including post code);
- c) reference Advertiser’s internal purchase order number as assigned by Advertiser for the respective Insertion Order and communicated to Publisher via email or any other agreed means of written communication.

6. DELIVERABLES

For the purposes of the present Terms and Conditions and each applicable Insertion Order, a Deliverable shall mean the following activities:

- a) if a “CPC” Billing Model is applied – each occasion when end user follows the link contained in the Advertising Materials specified in the IO;
- b) if a “CPI” Billing Model is applied – each end user’s install (i.e. download, installation and first run) of a particular application after following the link contained in the Advertising Materials specified in the IO;
- c) if a “CPM” Billing Model is applied – one thousand displays to end users of the Advertising Materials specified in the IO;
- d) if a “CPA” Billing Model is applied – each end user’s Action specified in the IO;
- e) if another Billing Model is applied – another activity or a combination of activities specified in the IO.

Any activity or a combination of activities performed by end user *at a source* or *as a result of use of a method* listed as restricted in the IO shall not be considered a Deliverable and shall not form a basis for the Service Fee. Unless explicitly stated otherwise in the IO, *an incentivized* activity or a combination of activities of end users shall not be considered a Deliverable.

If a particular Attribution Window is specified in the IO, only activities performed within the Attribution Window shall form a Deliverable. If end user performs a particular activity or a combination of activities more than once within the same Attribution Window, only the last of such activities or a combination of activities shall form a Deliverable.

Advertiser has a right to change the Attribution Window at any time by providing a reasonable notice via e-mail.

7. REPORTING

Total number of Deliverables provided within each reporting period shall be defined on the basis of the figures generated by Advertiser’s automated system that monitors the provision of the Advertising Services (the “**Advertiser’s Report**”). The Advertiser’s Report shall be sent by the Advertiser within *ten (10) working days* upon the end of each reporting period specified in the IO. In case there are any discrepancies between Advertiser’s Report and Publisher’s Report, the Parties shall negotiate in a good faith in order to agree upon the numbers in the

reports. In the event that there is a discrepancy of more than ten percent (10%) between Advertiser's Report and Publisher's Report, the Parties may agree to use Publisher's Reports for the purposes of the definition of the number of Deliverables provided in the reporting period. In the event that the Parties are not able to reach an agreement with regard to which report to use (Publisher's or Advertiser's), the Parties may decide to involve an independent third party specialist at Publisher's expense for independent verification of the correctness of both Publisher's Report and Advertiser's Report. Upon request of Advertiser, Publisher shall grant to such specialist an unhindered free access to all necessary Publisher's software, documents and information that relate to the provision of the Advertising Services. The purpose of such verification is to determine which report should be used as the basis for the Service Fee calculation.

In addition to the above, within *forty eight (48) hours* upon Advertiser's request sent via e-mail Publisher shall provide to Advertiser such information regarding the progress in the performance of the Advertising Services as will be requested by Advertiser (the "**Upon Request Reports**"). Such Upon Request Reports shall be provided in the form suitable for Advertiser and shall list such information as will be requested by Advertiser.

8. REPORTING DATA FORMAT

For the proper functioning of the Advertiser's automated system monitoring the provision of the Advertising Services the Publisher shall ensure transmission of info into this system according to the provisions of this Section 8. If the Publisher uses third party's Traffic Sources to provide Advertising Services, each of such third parties shall have a unique identifier consisting of English letters and/or digits. If such third party uses multiple Traffic Sources in the provision of the Advertising Services, each of the Traffic Sources shall also have a unique identifier, which shall comprise the identifier of the corresponding third party and the name of the Traffic Source consisting of English letters and/or digits (e.g. ThirdPartyID_TrafficSourceID). In no event shall multiple Traffic Sources have the same identifier.

The data designated with a particular identifier shall correctly reflect the amount of Deliverables provided via the corresponding third party and Traffic Source. The Publisher shall not provide reporting in a way that prevents or considerably complicates matching the Deliverables to the third parties and Traffic Sources used for their provision. If due to the incorrect reporting setup the data provided does not reflect the actual amount of Deliverables provided via each third party and Traffic Source, such Deliverables shall not be deemed properly provided and shall not form a basis for payment of the Service Fee.

9. CANCELLATION AND RESUMPTION OF ADVERTISING SERVICES

Advertiser may at any time for or without cause cancel the Advertising Services in part or in full with the right to resume the Advertising Services under applicable IO, whether provided by Publisher directly, or provided by Publisher through a third party platform. In such case Advertiser shall send a *forty eight (48) hours* cancellation notice to Publisher via email. The Advertising Services specified in the cancellation notice shall be considered to be cancelled in *forty eight (48) hours* from the moment of receipt by Publisher of the cancellation notice from Advertiser (the "**Cancellation Moment**").

In case Advertiser wishes to resume Advertising Services, the same procedure as for cancellation of Advertising Services shall be applied.

In the event of cancellation of the Advertising Services Publisher shall be entitled to the Service Fee attributable to the Advertising Services actually performed as of the Cancellation Moment. Upon the Cancellation Moment Publisher shall cease the respective Advertising Services. The Advertising Services performed after the Cancellation Moment shall not be payable by Advertiser.

If the Service Fee has been paid to Publisher in advance, in the event of cancellation of the Advertising Services Publisher shall return to Advertiser the Service Fee reduced by the amount that accounts for the respective Advertising Services actually performed by Publisher as of the Cancellation Moment. Such return payment shall be performed by Publisher within *fifteen (15) calendar days* of the Cancellation Moment.

10. INTELLECTUAL PROPERTY

Advertiser and/or its licensors own and will own all right, title and interest in and to all Advertising Materials whether created by Advertiser or by Publisher, to the Product and to any other materials provided by Advertiser

to Publisher or created by Publisher in connection to the provision of the Advertising Services (the “**Materials**”), together with any and all copyright, trade secret, trademark and other intellectual property rights in any such Materials (“**Advertiser’s IP Rights**”). Publisher hereby assigns and transfers to Advertiser, without separate compensation, all right, title and interest that Publisher may have or may hereafter acquire in the Materials and all related Advertiser’s IP Rights throughout the world in all mediums now known or hereafter invented free of any encumbrances or liens. Publisher will not contest the validity of Advertiser’s ownership rights or Advertiser’s IP Rights in and to the Materials and hereby waives any moral rights in and to Materials.

Nothing contained in these Terms and Conditions or in any Insertion Order shall be construed as an assignment or grant to Publisher of any ownership right in or to Advertiser’s IP Rights, or any other right, title or interest in or to the Materials. Any use of the Materials shall inure to the benefit of Advertiser.

At the request of Advertiser, Publisher shall execute such form(s) of assignment of copyright or other papers as Advertiser may reasonably request in order to confirm and vest in Advertiser the rights in the Materials as provided for herein. In addition, in the event that Publisher fails to comply with Advertiser’s request within *fifteen (15) calendar days* after written request by Advertiser, Publisher hereby appoints Advertiser as Publisher’s Attorney-in-Fact to take such actions and to make, sign, execute, acknowledge and deliver all such documents as may from time to time be necessary to confirm in Advertiser, its successors and assigns, all rights granted herein pursuant to this Section 10.

11. CONFIDENTIALITY

11.1. If the Parties have entered into the Confidentiality Agreement (as referred to in the Insertion Order) then the terms of the Confidentiality Agreement between the Parties shall continue in full force and effect and shall be incorporated into these Terms and Conditions and have full force and effect in relation to it and shall prevail over Section 11.2. of these Terms and Conditions.

11.2. If the Parties did not enter into the Confidentiality Agreement, then following shall apply:

11.2.1. Each Party (a “**Recipient**”) acknowledges and agrees that: (a) all terms and conditions and the existence of these Terms and Conditions, Insertion Orders, and any documents or materials provided by the other Party (“**Discloser**”), and any business, technical, statistical, financial, marketing and personnel information, customer or supplier details, technology development, design or operation data, passwords or other access or security codes, required to provide Advertising Services and Deliverables, know-how, work in progress, trade secrets, or other secret or confidential matter related to the business or projects of Discloser, constitute confidential information (hereinafter “**Confidential Information**”); (b) Recipient shall not, either during the rendering of Advertising Services under these Terms and Conditions or at any time thereafter, use, copy, or disclose to any third party any such Confidential Information, unless such use, copying, or disclosure has been authorized in advance in writing by Discloser; (c) upon the earlier of termination or expiration of this Agreement, or at any time upon request of Discloser, Recipient will return to Discloser all Confidential Information in Recipient’s possession or control; and (d) Recipient will execute such additional confidentiality agreements or other documents as may be reasonably requested by Discloser to further document Recipient’s obligations regarding Confidential Information, which additional agreements shall be effective and survive according to their terms.

11.2.2. It is understood, however that the restrictions listed above pertaining to the Confidential Information shall not apply to any portion of the Confidential Information which: (a) was previously known to Recipient without obligations of confidentiality; (b) is obtained by Recipient after the Effective Date of the Insertion Order from a third party which is lawfully in possession of such information and not in violation of any contractual or legal obligation to Discloser with respect to such information; (c) is or becomes part of the public domain through no fault of Recipient; (d) is independently developed by Recipient without use of the Confidential Information; or (e) is approved for release by written authorization of Discloser.

11.2.3. Recipient may disclose Confidential Information to the extent it is required to do so by administrative or judicial action, provided that Recipient immediately after receiving notice of such action notifies Discloser of such action (to the extent it is legally able) to give it the opportunity to seek any other legal remedies to maintain such Confidential Information in confidence.

11.2.4. Recipient may disclose Confidential Information if it reasonably considers it necessary to disclose the information to Affiliates, its directors, officers, employees, contractors, agents or legal or accountancy

- advisors (“**Representatives**”) on a strict and genuine ‘need to know’ basis. The Recipient shall be responsible for any breach of confidentiality by its Representatives.
- 11.2.5. Each party acknowledges that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Section 11.2 and that such breach would cause irreparable harm to the non-breaching party; therefore, the non-breaching party shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under these Terms and Conditions and applicable Insertion Order.

12. WARRANTIES

Publisher represents and warrants to the other that:

- (a) it has the power and authority to enter into the present Terms and Conditions and into the applicable IO, and to transfer the rights as provided herein;
- (b) it has no agreement or understanding with any third party that interferes with or will interfere with its performance of its obligations under the IO;
- (c) the Advertising Materials will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, privacy, publicity or other intellectual property right of any third party;
- (d) all web pages in the Internet where Advertiser’s Advertising materials are posted do not contain indecent materials (erotic or pornographic materials) or incite violence, aggression or illegal acts or otherwise harm Advertiser’s reputation. All such web pages are previously checked for decency and legality of their contents by Publisher.

13. INDEMNIFICATION

Publisher will indemnify, defend and hold Advertiser and/or Advertiser’s officers, directors and employees harmless, at its own expense, against any claims, actions, damages and costs (including but not being limited to attorneys’ fees and costs), arising out of or based upon: (i) a claim that Publisher’s resources inter alia, Advertising Services, Advertising Materials (when they are being prepared by Publisher), Publisher’s website and/or technology, infringe Intellectual Property or other rights of third parties; or (ii) a breach of any representation or warranty of a Publisher set forth herein; or (iii) a breach of any other obligations under these Terms and Conditions and the applicable IO.

14. GOVERNING LAW

The following rules shall apply to the definition of applicable law and jurisdiction:

- a) Unless specifically set out otherwise below, the following general rule shall apply:

THESE TERMS AND CONDITIONS, APPLICABLE INSERTION ORDERS AND ANY DISPUTE OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THEM OR THEIR SUBJECT MATTER OR FORMATION WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE REPUBLIC OF CYPRUS. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR APPLICABLE INSERTION ORDERS, INCLUDING BUT NOT LIMITED TO THE FORMATION, PERFORMANCE, BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE CYPRUS EURASIA DISPUTE RESOLUTION AND ARBITRATION CENTER (“CEDRAC”) ARBITRATION RULES. THE PARTIES FURTHER AGREE THAT: (A) THE NUMBER OF ARBITRATORS SHALL BE ONE; (B) THE PLACE OF ARBITRATION SHALL BE NICOSIA, CYPRUS; (C) THE LANGUAGE TO BE USED IN THE ARBITRAL PROCEEDINGS SHALL BE ENGLISH.

B) In the event the PUBLISHER and ADVERTISER are incorporated in the United States of America the following rule will apply:

THESE TERMS AND CONDITIONS, APPLICABLE INSERTION ORDERS AND ANY DISPUTE OR CLAIM IN CONNECTION WITH THEM WILL BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR APPLICABLE INSERTION ORDERS, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES IN FORCE AT THE TIME OF THE RELEVANT DISPUTE, CONTROVERSY OR CLAIM. THE PARTIES AGREE THAT: (I) THERE SHALL ONLY BE ONE ARBITRATOR, AND IF THE PARTIES ARE

UNABLE TO SELECT AN ARBITRATOR WITHIN 30 DAYS OF ISSUE OF ANY NOTICE OF ARBITRATION, AN ARBITRATOR SHALL BE APPOINTED BY THE AAA; (II) THE PLACE OF ARBITRATION SHALL BE IN NEW YORK, NEW YORK; AND (III) THE LANGUAGE TO BE USED IN THE ARBITRAL PROCEEDINGS SHALL BE ENGLISH. THE PARTIES FURTHER AGREE THAT THE WITNESSES RESIDING OUTSIDE OF THE UNITED STATES OF AMERICA MAY TESTIFY TELEPHONICALLY OR VIA SUCH OTHER AUDIO/VISUAL MEANS APPROVED BY THE ARBITRATOR. IF THERE IS ANY CONFLICT BETWEEN THE PROVISIONS OF THIS SECTION AND THE AAA ARBITRATION RULES IN FORCE AT THE TIME OF THE RELEVANT DISPUTE, THE PROVISIONS OF THIS SECTION SHALL TAKE PRECEDENCE TO THE EXTENT OF SUCH CONFLICT. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL PREVENT WARGAMING FROM: (A) TAKING COURT PROCEEDINGS DIRECTLY AGAINST THE CONTRACTOR IN THE JURISDICTION IN WHICH THE CONTRACTOR IS INCORPORATED; OR (B) TAKING PROCEEDINGS AGAINST THE CONTRACTOR IN ANY OTHER COURT OF COMPETENT JURISDICTION IN ORDER TO: (I) OBTAIN TEMPORARY, INTERIM OR INJUNCTIVE RELIEF; (II) PROTECT OR ENFORCE ITS INTELLECTUAL PROPERTY RIGHTS; AND/OR (III) ENFORCE THE DECISION AND/OR JUDGEMENT OF ANY ARBITRATION CARRIED OUT PURSUANT TO THIS SECTION.

15. AMENDMENTS

Advertiser shall have the right to unilaterally modify these Terms and Conditions, by posting the modified version online, which shall be available at the same URL.

The modified version shall apply to Insertion Orders that are entered into after the updated version is posted.

The modified version shall also apply to Insertion Orders entered into prior to posting of the updated Terms and Conditions, provided Advertiser notifies Publisher of the change in writing via email. Such modification shall become effective forty-eight (48) hours after the receipt of the notice by Publisher, unless the Publisher rejects the modification in writing via email within the said period.

The date of the latest update is specified in the title of these Terms and Conditions.

16. TERMINATION

Notwithstanding any other provision hereof, the applicable Insertion Order may be terminated by either Party for or without reason by providing a termination notice via email to any of the other Party's contact e-mails not later than *forty eight (48) hours* prior to the date of termination (the "**Termination Date**"). Publisher shall be entitled to receive its prorated fees for the duly provided Advertising Services performed up through such Termination Date. All Advertising Materials and other materials shall be returned to Advertiser and Publisher should cease use of any of such materials.

If the Service Fee has been paid to Publisher in advance, in the event of termination of the applicable Insertion Order Publisher shall return to Advertiser the Service Fee reduced by the amount that accounts for the respective Advertising Services actually performed by Publisher as of the Termination Date. Such return payment shall be performed by Publisher within *fifteen (15) calendar days* of the Termination Date.

17. ENTIRE AGREEMENT

These Terms and Conditions combined with the Insertion Order and its amendments (if any), constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements between the Parties hereto concerning the subject matter herein.

18. MISCELLANEOUS

(i) Neither Party shall assign its rights and obligations under the IO and these Terms and Conditions in whole or in part without prior written consent of the other Party, except for Advertiser, who has the right to assign its rights and obligations under the IO and these Terms and Conditions to its affiliated companies and subsidiaries without consent of Publisher; (ii) nothing contained in these Terms and Conditions and applicable IOs shall be deemed to establish any relationship of partnership, joint venture, employment, franchise or other agency or relationship between Publisher and Advertiser; (iii) neither Advertiser nor Publisher have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein; (iv) any notices under the IO and these Terms and Conditions shall be sent to the addresses set forth in the corresponding IO; (v) the waiver of any breach or default of the IO and these Terms and Conditions will not

constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving Party; (vi) If any provision contained in the IO is determined to be invalid, illegal, or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the Parties, and the remaining provisions of the IO will remain in full force and effect.